

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.gov.



AMENDED AGENDA

(Amended 7/10/2025 to Add Remote Location for Councilwoman Perez)

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR

AGENCY OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Meeting Location: Council Chambers, 305 West Third Street

July 15, 2025

Closed Session - 4:30 PM

Regular Meeting - 6:00 PM

Zoom details to call-in for public comment during a meeting:

1. Dial Phone Number: (888) 475-4499
2. Enter Meeting ID: 836 1084 9487
3. Passcode: 571363

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 2449, MEMBERS OF THE LEGISLATIVE BODY MAY MEET IN-PERSON OR REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.GOV.

To find out how you may provide public comment, please refer to the instructions below or at [www.https://www.oxnard.org/city-meetings/](https://www.oxnard.org/city-meetings/).

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.
2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING
 - a. Submit a request to speak remotely by 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org by 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDE PUBLIC COMMENT REMOTELY DURING THE MEETING

- a. Follow Zoom details listed above.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Oxnard Housing Authority

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO ASSEMBLY BILL 2449

During this meeting, Councilwoman Perez will be participating remotely from the following location:
Calle Paseo de las Moras (Business Conference Room), 63735 Nuevo Vallarta, Nay. Mexico

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes.

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS—(Government Code section 54957.6) Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA); International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS—(Government Code section 54956.8)
Property: Property designated as APN 132-0-33-010 located between U.S. 101 and Riverpark Boulevard, west of the East Vineyard Avenue and Riverpark Boulevard intersection
Agency Negotiator: Brenda Lopez, Interim Housing Director
Negotiating Party: Dynamic Retail Partners, LLC
Under Negotiation: Price and terms of payment
Legislative Body: City Council
3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: *Salvador Olea Rodriguez v. City of Oxnard*
Workers' Compensation Case No.: ADJ18967126
Legislative Body: City Council

4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: *David Walker v. City of Oxnard*

Workers' Compensation Case Nos.: ADJ14083086 and ADJ15688978

Legislative Body: City Council

5. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Name of case: *Bo Espinoza v. City of Oxnard*

Workers' Compensation Case Nos.: ADJ19938324, ADJ19938325, and ADJ19938326

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body, and on non-action items such as ceremonial items, report of city manager / executive director / secretary, and city council/ housing authority / successor agency / financing authority business / committee reports. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager / Executive Director / Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

1. City Clerk Department

SUBJECT: Appointment of a Member to Serve on the City's Citizen Advisory Groups (CAGs). (5 minutes)

RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint Henry Barcena to the Planning Commission representing District 3.

July 15, 2025

PAGE 4

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/0MV1aLPeAM>

Legislative Body: City Council

Contact: Luly Lopez, (805) 385-7805

I. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 26, and July 1, 2025 regular meeting as presented.

That the Oxnard Housing Authority Board of Commissioners approve the minutes of the June 3, 17 and 26, 2025 regular meetings as presented.

Legislative Body: City Council, Oxnard Housing Authority

Contact: Luly Lopez, (805) 385-7805

2. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period December 6, 2024 through June 30, 2025.

(This item did not originate in Committee.)

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

3. Community Development Department

SUBJECT: Planning Commission Stipend Ordinance.

RECOMMENDATION: That the Oxnard City Council:

Adopt Ordinance 3064 titled "AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION"

(The Finance & Governance Committee approved 2-1 on March 11, 2025.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

July 15, 2025

PAGE 5

4. Community Development Department

SUBJECT: Private Parking Ordinance.

RECOMMENDATION: That the City Council:

Adopt Ordinance No. 3063 titled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

5. Housing Department

SUBJECT: Policy, Portfolio Guidelines, and Investment Delegation for the Housing Authority of the City of Oxnard.

RECOMMENDATION: That the Oxnard Housing Authority Board of Commissioners adopt a resolution approving an investment policy and investment portfolio guidelines for the Housing Authority of the City of Oxnard, and delegating investment authority to the Housing Finance Officer for Fiscal Year 2025-2026.

(The Finance and Governance Committee approved 3-0 on June 24, 2025.)

Legislative Body: Housing Authority

Contact: Brenda Lopez, (805) 385-8092

6. Housing Department

SUBJECT: Adoption of the Tenant Anti-Harassment Ordinance.

RECOMMENDATION: That the City Council adopt Ordinance 3057 titled: ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

Legislative Body: City Council

Contact: Brenda Lopez, (805) 385-8092

7. Public Works Department

SUBJECT: Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies.

RECOMMENDATION: The City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

July 15, 2025

PAGE 6

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

8. Public Works Department

SUBJECT: Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an Agreement with BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

9. Public Works Department

SUBJECT: Agreement 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

10. Public Works Department

SUBJECT: Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030, and for a total amount not to exceed \$660,000 for landscape pest control services at City parks and other City landscaped areas.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

Legislative Body: City Council
Contact: Michael Wolfe, (805) 385-8055

11. Cultural & Community Services Department

SUBJECT: Ordinance Revising the Cultural Arts Commission Powers & Duties.

RECOMMENDATION: That the City Council adopt Ordinance 3061 titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 2-131 TO THE OXNARD CITY CODE UPDATING THE POWERS AND DUTIES OF THE CULTURAL ARTS COMMISSION"

Legislative Body: City Council

Contact: Terrel Harrison, (805) 385-7994

L. PUBLIC HEARINGS

1. Public Works Department

SUBJECT: Public Hearing and Election on Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of Amendment to Funding and Acquisition Agreement. (20 minutes)

RECOMMENDATION: That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay):

1. Hold a public hearing to receive public testimony regarding the proposed changes to Community Facilities District No. 9 (Northshore at Mandalay Bay);
2. Adopt A Resolution Calling a Special Election to Modify the Rate and Method of Apportionment of the Special Tax Relating to the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, and Revise the Appropriations Limit of Said Community Facilities District;
3. Conduct an Election;
4. Adopt A Resolution Canvassing the Results of the Change Proceedings Election Held within the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay); and
5. Adopt A Resolution of Approving Certain Modifications to the City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), and Approving the Execution and Delivery of An Amendment to Funding and Acquisition Agreement A-8376 in Connection Therewith.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/6m2teDmEO5Y>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

M. REPORTS

1. Public Works Department

SUBJECT: Adoption of Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts for the City of Oxnard. (30 minutes)

RECOMMENDATION: That the City Council Adopt a Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts managed by the City of Oxnard.

(Public Works and Transportation Committee approved 3-0 on March 25, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/khza978P6tg>

July 15, 2025

PAGE 8

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

2. Public Works Department

SUBJECT: Response to Grand Jury Report - Prioritizing Best Practice Street Maintenance. (10 minutes)

RECOMMENDATION: That the City Council authorize the Mayor to sign on behalf of the City Council, the City of Oxnard's response to the 2024-2025 Ventura County Grand Jury Report - Prioritizing Best Practice Street Maintenance.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VJBhgXNDog>

Legislative Body: City Council

Contact: Michael Wolfe, (805) 385-8055

3. City Attorney Department

SUBJECT: Prohibition of Nitrous Oxide Ordinance. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXVII TO CHAPTER 7 TO THE OXNARD CITY CODE PERTAINING TO THE PROHIBITION OF NITROUS OXIDE.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/C2qN_LLcl18

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

4. City Attorney Department

SUBJECT: Disposal of Confiscated, Impounded And Unclaimed Property Ordinance. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE III OF CHAPTER 7 OF THE OXNARD CITY CODE REGARDING DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/7Qu6LnlSIE>

July 15, 2025

PAGE 9

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

5. City Attorney Department

SUBJECT: Regulation of Skateboard Parks. (10 minutes)

RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXVIII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE REGULATION OF CITY SKATEBOARD PARKS."

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/irjdVfj6w-w>

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

N. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS
AGENDA ITEM NO. H.1

DATE: July 15, 2025

TO: City Council

FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org

SUBJECT: Appointment of a Member to Serve on the City's Citizen Advisory Groups (CAGs). (5 minutes)

RECOMMENDATION

That the Mayor, with the approval of the City Council, appoint Henry Barcena to the Planning Commission representing District 3.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/0MV1aLPeAM>

BACKGROUND

Oxnard City Code (OCC) Section 2-36 states that the Mayor, with the approval of the City Council, shall appoint the members of each Citizen Advisory Group (CAG). The process is outlined in that provision, including nomination by each Council member congruent with his or her term in office.

Planning Commission

The Planning Commission is charged with various functions and duties throughout the Oxnard City Code and the California Government Code, including preparing, reviewing and revising the City's General Plan; implementing that General Plan through various specific plans, zoning and subdivision ordinances; promoting the coordination of local plans and programs with the plans and programs of other public agencies; annually reviewing the City's capital improvement program for consistency with that General Plan; ensuring conformity with the General Plan for any real property acquired for public purposes or for any public building or structure constructed or authorized; and ensuring conformity with the General Plan for any real property disposed of or for any street vacated or abandoned. The Planning Commission is composed of seven members, all of whom must reside in the City and be over the age of 18. For this purpose, Councilman Starr nominates Henry Barcena to represent D3, who has passed the City's formal background check procedures.

Staff will return on a rolling basis with additional Council nominations to fill the remaining vacancies in the City's commissions, committees and boards.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

On June 26, 2025, the City Council approved Resolution No. 15,993 establishing compensation for Planning Commissioners to receive \$150 per meeting stipend for every member of the Planning Commission. The commissioners must be in attendance in order to be eligible to receive the compensation. Ordinance No. 3064 establishing a stipend for service on the Oxnard Planning Commission was approved for first reading and is scheduled for adoption on July 15, 2025 and will become effective thirty days thereafter.

For Finance Use Only:

General Fund (Org. 1011101 Obj. 52350).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. Presentation 07.15.25 Appointment of a Member to Serve on the City's CAGs

Appointment of a Member to Serve on the City's CAGs

City Council

July 15, 2025

Luly A. López, City Clerk



That the Mayor, with the approval of the City Council, appoint Henry Barcena to Planning Commission representing District 3.

PLANNING COMMISSION

Function	• Preparing, reviewing and revising General Plan • Implementing General Plan through various specific plans, zoning and subdivision ordinances • Promoting coordination of local plans and programs with the plans and programs of other public agencies • Annually reviewing City's capital improvement program for consistency with General Plan • Ensuring General Plan conformity for real property acquired/disposed of, public building/structure constructed, or street vacated/abandoned
Requirements	7 members must reside in City and be over age 18
Nomination	•Councilman Starr nominates Henry Barcena (D3)



THE END



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1

DATE: July 15, 2025
TO: City Council, Oxnard Housing Authority
FROM: Luly Lopez, City Clerk, (805) 385-7805, luly.lopez@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the June 26, and July 1, 2025 regular meeting as presented.

That the Oxnard Housing Authority Board of Commissioners approve the minutes of the June 3, 17 and 26, 2025 regular meetings as presented.

BACKGROUND

Approval of minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, City Clerk

ATTACHMENTS

1. City Council meeting of June 26 2025
2. City Council meeting of July 1 2025
3. Housing Authority meeting of June 3 2025
4. Housing Authority meeting of June 17 2025
5. Housing Authority meeting of June 26 2025
6. Housing Authority meeting of July 1 2025

AGENDA
OXNARD CITY COUNCIL
June 26, 2025

A. ROLL CALL, POSTING OF AGENDA

At 5:32 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; Gabriel Teran and Gabriela Basua were present. The City Clerk stated that the agenda was posted on Thursday, June 13, 2025 at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Steve Naveau, Human Resources Director and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received. At 5:33 p.m., the City Council recessed to a closed session.

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA);
International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council

At 6:44 p.m., City Attorney announced that no reportable actions resulted from the closed session.

D. OPENING CEREMONIES (6:00 PM)

At 6:45 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The City Clerk called the roll and announced that the agenda was posted on Thursday, June 13,

2025 at the Library, City Hall kiosk, City Administrative offices and on the City of Oxnard website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Savannah Gaskill, a graduate from the Oxnard EMS Corps, followed by a moment of silence acknowledging community members affected by recent ICE action and recognizing those around the world impacted by recent military action.

Mayor Pro Tem recognized recent graduates from Oxnard High Schools who presented the pledge of allegiance at prior meetings in 2025. They are Yvonne Castaneda-Huichan; Monserat Sanchez; Jimena Lopez; and Leticia Alejandre.

The Fire Chief commented on the Oxnard EMS Corps program.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Brenda Lopez, Interim Housing Director; Albert Ramirez, Assistant Housing Director; Jeff Pengilley, Community Development Director; Joe Pearson II, Planning Manager; Kathleen Mallory, Planning and Sustainability Manager; Michael Wolfe, Public Works Director; Brian Yanez, Assistant Public Works Director; Rob Ruben Chief Information Officer; Javier Chagoyen-Lázaro, Chief Financial Officer; Alexander Hamilton, Fire Chief and Lourdes A. López, City Clerk.

E. CEREMONIAL ITEMS

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

Public comment was received from Mr. Garcia (signage and no sidewalks).

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

Councilman Starr would like to know about our process on addressing signs.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The City Clerk announced minor changes to the City Council minutes of June 3 and stated that on page 8, Agenda Item No. B, it should read “Qui Tam” instead of Key M. Also, on page 15, Agenda Item No. N-1, it should state that Councilman Starr is recusing rather than abstaining.

Item Nos. K-2, K-3 and K-4 were reviewed and discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from Deirdre Frank regarding seniors on lessons learned.

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 3, 2025 regular meeting as presented.

2. Community Development Department

SUBJECT: Agreement to prepare a Transit-Oriented Development/High Quality Transit Corridor Specific Plan.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Gruen Associates (Agreement No. 32500483), for a period of up to 2 years, for an amount not to exceed \$1,075,609 for the preparation of a Transit-Oriented Development/High Quality Transit Corridor (TOD/HQTC) Specific Plan and associated tasks.

(This item did not originate in Committee.)

3. Finance Department

SUBJECT: Monthly Report and Accounting of All Receipts, Disbursements and Fund Balances.

RECOMMENDATION: That the City Council receive and file this report and accounting of all receipts, disbursements and fund balances for the month of April 2025.

(This item did not originate in Committee)

4. Information Technology Department

SUBJECT: Agreement with Toshiba Business Solutions for Printers and Scanners.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a five year agreement with Toshiba America Business Solutions (No. 32600026) for the purpose of citywide managed print, scan and copy services in the amount of \$745,840.80 plus a 10% contingency amount of \$74,584.08 to cover future needs or incidental costs, for a total authorized amount of \$820,424.88.

(The Finance & Governance Committee approve 3-0 on June 3, 2025.)

Consent Item K-1

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the Information/Consent item K-1 as corrected. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, Teran and Basua voted in favor; the motion carried 7-0.

Consent Item K-2

Planning and Sustainability Manager presented and was available to answer questions. Discussion ensued among Councilmembers and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Perez, to approve the Information/Consent item as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; the motion carried 7-0.

Consent Item K-3

The Chief Financial Officer was available to answer questions. Discussion ensued among Councilmembers and staff. This item is a receive and file.

Consent Item K-4

The Chief Information Officer was available to answer questions. Discussion ensued among Councilmembers and staff.

It was moved by Councilman Starr, seconded by Councilmember Perello, to approve the Information/Consent item as presented. VOTE: Perez, Rodriguez, Starr, Teran, Mc Arthur, Basua and Perello voted in favor; the motion carried 7-0.

L. PUBLIC HEARINGS**M. REPORTS****1. Public Works Department**

SUBJECT: Sixth Amendment to Agreement A-8221 with Big Truck Rental, LLC for Short Term Rental of Refuse Collection Vehicles for the Environmental Resources Division. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Sixth Amendment to a Rental Agreement with Big Truck Rental, LLC in the amount of \$1,226,541 for a new total not-to-exceed \$6,304,576 and extend the term to June 30, 2026, for the rental of refuse collection vehicles.

(This item did not originate in Committee as it is a continuation of an item previously approved by the City Council on June 27, 2024.)

No public comments were received. Assistant Public Works Director Yanez was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Councilman Starr, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua and Mc Arthur voted in favor; motion carried 7-0.

2. Public Works Department

SUBJECT: Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of the Deposit and Reimbursement Agreement. (10 minutes)

RECOMMENDATION: That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), adopt the following Resolutions:

1. A **Resolution No. 15,990** approving a Deposit and Reimbursement Agreement Relating to the Change Proceedings for City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay); and
2. A **Resolution No. 15,991** of Consideration Declaring its Intention to Modify the Rate and Method of Apportionment of the Special Tax Relating to City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), Increase Certain Special Tax Rates, add a new special tax, increase the maximum bonded indebtedness, amend a Funding and Acquisition Agreement, revise the appropriations limit of said Community Facilities District, and Other Related Actions in Connection Thereto; and setting the Public Hearing for July 15, 2025.

(Finance and Governance Committee approved 2-1 on May 13, 2025)

Public comments were received from Trent Royle and Bill Myers representing Fifth Harbor, the property owner. Michael Wolfe, Public Works Director and Anthony Miller, Special Districts Manager were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Mc Arthur, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Perez, Rodriguez, Teran, Basua, Mc Arthur and Perello voted in favor; motion carried 6-1 with Councilman Starr voting no.

3. Community Development Department

SUBJECT: Private Parking Ordinance. (20 minutes)

RECOMMENDATION: That the City Council:

Approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3063** titled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214

SOUTH C STREET, OXNARD, CA, 93030.”

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

Public comment was received from Robert Power. The Community Development Director was available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Starr, Teran, Basua, Mc Arthur, Perello, Perez and Rodriguez voted in favor; motion carried 7-0.

4. Housing Department

SUBJECT: Authorize the Assessment and Collection of Fees within the Oxnard Downtown Management District for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION: That the City Council adopt **Resolution No. 15,992** authorizing the assessment and collection of fees within the Oxnard Downtown Management District for Fiscal Year 2025-26.

(This item did not originate in Committee.)

No public comments were received. Assistant Housing Director Ramirez and Abel Magana from the Oxnard Downtown Management District were available to answer questions. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Teran, seconded by Councilwoman Rodriguez, to approve the recommended action. VOTE: Teran, Basua, Mc Arthur, Perello, Perez, Rodriguez and Starr voted in favor; motion carried 7-0.

5. Community Development Department

SUBJECT: Planning Commission Stipend. (20 minutes)

RECOMMENDATION: That the City Council:

1. Approve the first reading by title only and waive further reading of the proposed **Ordinance No. 3064** titled: “AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION”; and
2. Adopt **Resolution No. 15,993** establishing \$150 per meeting compensation for the members of the Planning Commission of the City of Oxnard; and
3. Approve a Fiscal Year 2025-26 budget appropriation from the General Fund (101) available fund balance in the amount of \$26,250.

(Finance and Governance Committee approved 2-1 on March 11, 2025).

The Planning Manager presented and was available to answer questions. Discussion ensued among the Council and staff. Public comments were received from Ronald Arruejo and Greg Runyon.

It was moved by Mayor Mc Arthur, seconded by Councilwoman Perez, to approve the recommended action. VOTE: Basua, Mc Arthur, Perello, Perez, Rodriguez and Teran voted in favor; motion carried 6-1 with Councilman Starr voting no.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 8:55 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 1, 2025

A. ROLL CALL, POSTING OF AGENDA

At 4:33 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council convened in the Council Chambers at 305 West Third Street, Oxnard, California. Councilmembers Luis A. Mc Arthur; Bert E. Perello; Michaela Perez; Gabriela Rodriguez; Aaron Starr; Gabriel Teran and Gabriela Basua were present. The City Clerk stated that the agenda was posted on Thursday, June 19, 2025 and the amended agenda on Thursday, June 26th at the Library, City Hall kiosk, City Administrative Offices and on the website.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Eric Sonstegard, Assistant City Manager; Stephen Fischer, City Attorney; Steve Naveau, Human Resources Director and Lourdes A. López, City Clerk.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

No public comments were received

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6)
Agency designated representatives: Ashley Golden, Assistant City Manager and Steve Naveau, Director of Human Resources
Employee organizations: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Mid-Managers Association (OMMA);
International Association of Firefighters, AFL-CIO (IAFF), Local 1684
Legislative Body: City Council
2. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Manager
Legislative Body: City Council
3. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION (Government Code section 54957)
Title: City Attorney
Legislative Body: City Council

At 4:35 p.m., the City Council recessed to a closed session. At 5:22 p.m., the City Council reconvened in an open session in the Council Chambers. City Attorney announced that no reportable actions resulted from the closed session for Agenda Item C.1 and that the City Council will reconvene at the end of open session for Agenda Item Nos. C.2 and C.3

public employee evaluations.

D. APPOINTMENT ITEMS (5:00 PM)

1. Public Works Department

SUBJECT: Parks, Recreation & Community Services Commission Annual Report.
(15 minutes)

RECOMMENDATION: That the City Council receives the Parks, Recreation & Community Services Commission Annual Report.

Chair Angela Whitecomb introduced the Parks, Recreation and Community Services Commissioners and provided an update on the activities the Commission has been working on and the goals for 2025. Public comment was received from Eric Andrist. Discussion ensued among the City Council and Chair Whitecomb. The item was received and file, no action was required.

2. SUBJECT: Presentation by the County of Ventura on the 2025 Homeless Point in Time Count. (30 minutes)

Kimberlee Albers, Deputy Executive Officer/Homelessness Solutions Director with the County of Ventura provided an update on the efforts to address homelessness and the results of the 2025 Homeless Point in Time Count. Supervisory Vianey Lopez thanked the city Council for the partnership to address homelessness. No public comments were received. Discussion ensued among the Councilmembers and Ms. Albers. The item was received and file, no action was required.

E. OPENING CEREMONIES (6:00 PM)

At 6:20 p.m., Mayor Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Councilmembers Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The City Clerk stated that the agenda was posted on Thursday, June 19, 2025 and the amended agenda on Thursday, June 26th at the Library, City Hall kiosk, City Administrative Offices and on the website.

The meeting opened with the pledge of allegiance to the flag of the United States led by Councilman Starr.

Staff members present were Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; Stephen Fischer, City Attorney; Kenneth Rozell, Chief Assistant City Attorney; Javier Chagoyen-Lázaro, Chief Financial Officer; Kenneth Rozell, Chief Assistant City Attorney; Michael Wolfe, Public Works Director; Tamara Flynn, Project Manager; Jason Benites, Police Chief and Lourdes A. López, City Clerk.

F. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Commendation to Isaiah Chavez for Winning the 2025 USA Boxing Junior Olympics.

Councilwoman Perez read the commendation and presented it to Isaiah Chavez who thanked the City Council for the recognition.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA AND NON-ACTION ITEMS

Public comments were received from Mario Riley, Sr. (investigation into Manuel Herrera, vendetta against Aaron Starr), Aten Dannh (diversity, was disrespected at the Plaza park), Kevin Brannon (public access TV), Manuel Herrera (council activities, press conference at the County of Ventura, deportation and immigration) and Vanessa Valdez (ICE).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on various items, including: fireworks, Durley Park, free Drop-Off days at Del Norte, and Park and Recreation month.

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

The members of the Council provided brief announcements regarding their various activities.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Item No. L-3 was reviewed and discussed among the Council and staff.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the June 17, 2025 regular meeting as presented.

2. Cultural & Community Services Department

SUBJECT: Agreement with the Ventura County Area Agency on Aging for the Administration of the Senior Nutrition Program.

RECOMMENDATION: That the City Council:

1. Approve and authorize the City Manager to execute an agreement with the County of Ventura in an amount not to exceed \$420,000 in grant revenue for the administration of the Senior Nutrition Program; and
2. Approve a Fiscal Year 2025-26 budget appropriation and corresponding grant revenue recognition in the amount of \$420,000 to the Federal Grants Fund (200).

(This item did not originate in Committee.)

3. Finance Department

SUBJECT: City's Monthly Investment Report for the period ending May 2025.

RECOMMENDATION: This is an information item for the City Council to receive and file.

(This item did not originate in Committee.)

Consent Item L-1

It was moved by Councilmember Perello, seconded by Councilmember Rodriguez, to approve the Information/Consent item as presented. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, Teran, and Basua voted in favor; the motion carried 7-0.

Consent Item L-2

It was moved by Councilmember Perello, seconded by Councilmember Rodriguez, to approve the Information/Consent item as presented. VOTE: Mc Arthur, Perello, Perez, Rodriguez, Starr, and Basua voted in favor; the motion carried 6-0-1. Mayor Pro Tem Teran recused himself due to his professional relationship with the County of Ventura.

Consent Item L-3

This item was received and file. No action was required.

M. PUBLIC HEARINGSN. REPORTS1. Public Works Department

SUBJECT: Public Project Agreement 32600042 with Toro Enterprises, Inc. for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd. and Juanita Ave. Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize:

1. A total of \$10,398,673.15 in Project funds for the Neighborhood Street Resurfacing – La Colonia Phase III Project, the Colonia Rd and Juanita Ave Sidewalk Improvement Project, and the Ramona Elementary School Pedestrian Crossing Enhancements Project, Specification No. PW 24-30;
2. The Mayor to Execute an Agreement with Toro Enterprises, Inc. in the amount of \$8,665,561.15 for the Project and approve a Project contingency amount of \$866,556 (~10%) with Toro Enterprises, Inc. for a total not to exceed value of \$9,532,117.15 for the Project;
3. A Project allocation amount of \$866,556 (~10%) for engineering, inspection, survey and project management for the Project; and
4. Approve project budget appropriations of \$1,200,000 for the Neighborhood Street Resurfacing Project (C2209), consisting of a budget transfer of \$1,000,000 within the Community Development Block Grant (CDBG) Fund (201), \$100,000 from the available fund balance in the Water Operating Fund (601), and \$100,000 from the

available fund balance in the Wastewater Operating Fund (611) as well as the corresponding Capital Outlay Fund (301) appropriation increase in the same amounts.

(This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program budget, which was previously approved by the City Council.)

The Public Works Director and Project Manager Flynn were available to answer questions. Discussion ensued among the Council and staff. Public comment was received from Eric Andrist and Manuel Herrera.

It was moved by Councilmember Rodriguez, seconded by Councilman Starr, to approve the recommended action as presented. VOTE: Perello, Perez, Rodriguez, Starr, Teran, Basua, and Mc Arthur voted in favor; the motion carried 7-0.

2. City Manager Department

SUBJECT: Agreement A-8587 with Blue Star Operations Services, LLC (Dallas Cowboys) for 2026 - 2030 Dallas Cowboys Training Camp. (10 minutes)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement with Blue Star Operations Services, LLC (Dallas Cowboys) [A-8587] for the Use of City Facilities for the 2026 - 2030 Dallas Cowboys Training Camp.

(This item did not originate in Committee.)

The City Manager was available to answer questions. Discussion ensued among the Council and staff. Public comments were received from Tom Cady, Brittney Hendricks, Greg Runyon, Eric Andrist, Bryan Wansley, Phillip Molina, Manuel Herrera and Levi Duarte.

It was moved by Mayor Mc Arthur, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Perez, Rodriguez, Starr, Teran, Basua, Mc Arthur, and Perello voted in favor; the motion carried 7-0.

3. Finance Department

SUBJECT: City of Oxnard Annual Investment Policy for Fiscal Year 2025-26. (10 minutes)

RECOMMENDATION: That City Council adopt **Resolution No. 15,994** approving the FY 2025-26 Investment Policy for the City of Oxnard, and provide direction regarding delegation of investment authority.

(This item was considered by the Finance and Governance Committee on May 27, 2025, and has been revised to reflect comments received at the Committee meeting.)

Chief Financial Officer and Assistant City Manager Sonstegard were available to answer questions. Discussion ensued among the Council and staff. Public comment

was received from Phillip Molina.

It was moved by Mayor Mc Arthur, seconded by Mayor Pro Tem Teran, to approve the recommended action as presented. VOTE: Rodriguez, Starr, Teran, Basua, Mc Arthur, Perello, and Perez voted in favor; the motion carried 7-0

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Teran, to extend the meeting past 10:00 p.m. VOTE: Perello, Perez, Rodriguez, Starr, Teran, and Mc Arthur voted in favor; the motion carried 6-0-1. Councilmember Basua was absent.

At 9:08 p.m., the City Council recessed into a closed session. At 11:46 p.m., the City Council reconvened in an open session in the Council Chambers. Mayor Mc Arthur announced that no reportable actions resulted for items C.2 and C.3.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Mc Arthur adjourned the meeting at 11:46 p.m.

LOURDES A. LÓPEZ
City Clerk

LUIS A. MC ARTHUR
Mayor

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 3, 2025

A. ROLL CALL, POSTING OF AGENDA

At 6:14 p.m., Chair Luis A. Mc Arthur presided and called to order the regular meeting of the Oxnard Housing Authority concurrently with the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. Commissioners Jose Andrade; Gabriela Basua, Luis Mc Arthur, Bert E. Perello, Michaela Perez, Gabriela Rodriguez, Aaron Starr and Gabriel Teran were present. The Secretary Designate called the roll and announced that the agenda was posted on Thursday, May 22, 2025 at the Library, City Hall kiosk, City Administrative offices and on the City of Oxnard website.

Staff members present were Alexander Nguyen, Executive Secretary; Ashley Golden, Assistant Executive Secretary; Stephen Fischer, General Counsel; Brenda Lopez, Interim Housing Director and Lourdes A. López, Secretary Designate.

CONSIDERATION OF TELECONFERENCE PARTICIPATION PURSUANT TO
ASSEMBLY BILL 2449

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. APPOINTMENT ITEMS

E. OPENING CEREMONIES (6:00 PM)

The meeting opened with the pledge of allegiance to the flag of the United States led by Jose Luis Ramirez, a student at Anacapa Adult Transition School, followed by a moment of silence in honor of former Mayor Thomas E. Holden and former City employee Roger Rider.

F. CEREMONIAL ITEMS

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

H. REPORT OF EXECUTIVE SECRETARY

I. HOUSING AUTHORITY REPORTS

J. REVIEW OF INFORMATION/CONSENT AGENDA

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

No public comments were received.

L. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Housing Authority Board of Commissioners approve the regular meeting minutes of April 29, 2025.

7. Housing Department

SUBJECT: Housing Authority Low Rent Public Housing and Housing Choice Voucher Program Section 8 Budgets for Fiscal Year 2025-2026.

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Adopt **Resolution No. 1,351** approving the recommended \$7,795,322 operating budgets for the Low Rent Public Housing Program for Fiscal Year 2025-2026, as presented for each project area, and approve and authorize the use of \$201,272 of unrestricted cash to fund the projected deficit; and

2. Adopt **Resolution No. 1,352** approving the recommended \$35,921,457 operating budget for the Housing Choice Voucher Program Section 8 for Fiscal Year 2025-2026, and approve and authorize the use of \$149,715 of unrestricted cash to fund the projected deficit.

(Finance and Governance Committee approved 3-0 on May 13, 2025.)

It was moved by Commissioner Andrade, seconded by Vice Chair Teran, to approve the Information/Consent items as presented. VOTE: Andrade, Perez, Rodriguez, Starr, Teran, Basua, Perello and Mc Arthur voted in favor; motion passed 8-0.

CITY COUNCIL

At 8:09 p.m., the joint meeting with the City Council concluded.

M. PUBLIC HEARINGS

N. REPORTS

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Mc Arthur adjourned the meeting at 8:09 p.m.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 17, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
June 26, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
July 1, 2025

Because there were no items requiring consideration on this date, there was no regular meeting.

LOURDES A. LÓPEZ
Secretary Designate

LUIS A. MC ARTHUR
Chair



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2

DATE: July 15, 2025
TO: City Council
FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org
SUBJECT: List of City Manager Approved Contracts - Informational Only.

RECOMMENDATION

That the City Council receive and file the list of City Manager approved contracts for the period December 6, 2024 through June 30, 2025.

(This item did not originate in Committee.)

BACKGROUND

Per City Code Chapter 4: Public Projects; Purchasing and Contracting allows the City Manager to approve any procurement contract or purchase order up to \$220,000 annually. Additionally, the City Manager may approve any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed \$220,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between \$101,000 to \$220,000 annually (including all prior amendments) for the period between December 6, 2024, through June 12, 2025.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Amira Martinez, Administrative Assistant

ATTACHMENTS

1. City Manager Contract List 12.6.2024 through 6.30.2024

City Manager Contract & Purchase Order Approvals - December 6, 2024 - June 2025											
Contracts & Purchase Orders from \$101,000 to \$220,000 Annually											
No.	Purchasing Method	City Council Approval	Date CM approved	Contract No.	Purchase Order No.	Vendor	Description	Value of Item approved	Total Value	Term of Agreement - Start date	Term of Agreement - End Date
1	Sole Source: Proprietary	No	12/9/2024	32500125	N/A	Gibbs International, Inc.	Trade Services Agreement for International & Isuzu Truck Repairs and Maintenance	\$200,000.00	\$200,000.00	8/1/2024	7/31/2025
2	RFB No. 25-115R (Rebid)	No	12/9/2024	32500293	N/A	Jaynes Brothers Construction	Citywide Playground Replacement Project - Brekke Park	\$136,127.65	\$136,127.65		
3	RFP No. 25-02	No	12/17/2024	32500244	N/A	Sinatra Uniform, Inc.	Trade Services Agreement for Citywide uniform purchase services	\$200,000.00	\$200,000.00	11/1/2024	10/31/2025
4	Sole Source: Integration & operational features for installation only available through Etherstack	No	1/13/2025	32500127	N/A	Etherstack	End-User Licesnse Agreement Etherstack integrate with intertalk for Police radio system	\$188,930.69	\$188,930.69	8/1/2024	7/31/2025
5	RFB No. 23-110	No	1/13/2025	32500041	N/A	Clean Harbors Enviromental	Trade Services Agreement for Conditionally Exempt Small Quanty Generator Waste	\$117,753.42	\$117,753.42	8/1/2024	7/31/2026
6	RFB No. PW25-51	No	1/13/2025	32500320	N/A	Central Coast Playgrounds, Inc.	Citywide Playground Replacement Project - Community Center Park West Playground	\$134,000.00	\$134,000.00		
7	RFB No. PW 24-31R (Rebid)	11/19/2024	1/13/2025	32500251	N/A	R.e. Schultz Construction, Inc.	Citywide Playground Replacement Project - Marina West	\$218,526.00	\$218,526.00		
8	RFB No. PW 24-126	12/17/2024	1/13/2025	32500303	N/A	Jaynes Brothers Construction	Citywide Playground Replacement Project - College Estates	\$199,993.90	\$199,993.90		
9	Sole Source: compatible parts with exisiting equipment	No	1/16/2025	N/A	22500840	Trojan Technologies	Trojan System UVPHOX Replacement Parts	\$191,943.06	\$191,943.06		
10	RFP No. 25-01	No	1/29/2025	32500300	N/A	Foster & Foster Consulting Actuarie	Professional Services Agreement for SRP, CalPers GASB 68 & Pension Override Study	\$110,000.00	\$110,000.00	1/1/2025	12/31/2027
11	RFB No. 24-126	1/21/2025	2/3/2025	32500302	N/A	Jaynes Brothers Construction	Citywide Playground Replacement Project - Carty Park	\$169,219.30	\$169,219.30		
12	Informal Bid: Universal Studios, Magic Mountain, Disneyland	No	2/4/2025	N/A	22500908	NBC Universal Studios	2025 Universal Studios Grad Bash Tickets	\$115,200.00	\$115,200.00		
13	RFP No. 24-36 (re-bid) Grant information was not in the first RFP	No	2/4/2025	32500298	N/A	T.Y. Lin International	Professional Service Agreement for Engineering Services for ASCE 41 Tier 1 & 2 Seismic Study for the Oxnard Carnegie Art Museum	\$109,950.00	\$109,950.00	12/2/2024	8/2/2025
14	RFB No. 25-38	No	2/24/2025	32500392	N/A	The 44 Group, Inc dba Invictus Support Services	On-call professional services for window cleaning services	\$220,000.00	\$220,000.00	1/21/2025	1/20/2026
15	RFP No. 25-06	No	2/24/2025	32500348	N/A	Benevate, LLC dba Neighborly Software	Software license for grants management	\$136,100.00	\$136,100.00	1/13/2025	1/12/2028

City Manager Contract & Purchase Order Approvals - December 6, 2024 - June 2025											
Contracts & Purchase Orders from \$101,000 to \$220,000 Annually											
No.	Purchasing Method	City Council Approval	Date CM approved	Contract No.	Purchase Order No.	Vendor	Description	Value of Item approved	Total Value	Term of Agreement - Start date	Term of Agreement - End Date
16	RFB No. 25-46	No	2/24/2025	32500297	N/A	County First Fire, LLC	Inspection, maintenance and repair of fire extinguishers	\$200,000.00	\$200,000.00	2/5/2025	2/4/2027
17	Single Source; 20% discount off MRSP; local vendor	No	3/13/2025	32500315	N/A	Envision ford Lincoln Oxnard	Fleet Service Agreement for Automotive Mechanical Inspections, Maint. & Repair	\$140,000.00	\$140,000.00	12/23/2024	12/22/2025
18	Cooperative Agreement: Sourcewell Avant Teco USA 020223-AVT	No	3/26/2025	N/A	22501068	Global Machinery	Purchase One (1) Leguan 190 63ft Spider Lift	\$129,405.58	\$129,405.58		
19	RFP No. 24-118	No	4/7/2025	32500463	N/A	Carson Block Consulting, Inc.	Professional Services Agreement for the Library Technology Refresh Assessment & Design	\$199,210.00	\$199,210.00	3/10/2025	6/30/2026
20	RFB No. 24-98	No	4/14/2025	32500475	N/A	Core & Main	Water Infrastructure Parts & Supplies	\$156,000.00	\$156,000.00		
21	RFP No. 24-80	No	4/14/2025	32500027	N/A	KPFF, Inc.	1st Amendment to extend the contract end date from February 28, 2025 to June 30, 2025 and add an additional \$8,600 (Seismic Study for Oxnard Performing Arts Center)	\$8,600.00	\$155,837.00	7/1/2024	6/30/2025
22	Single Source	No	4/14/2025	32500491	N/A	Cogstone	Professional Services Agreement for Archaeology Consulting Services for the City of Oxnard's Carnegie Museum collections inventory pertaining to the Native American Graves Protection and Repatriation Act	\$100,000.00	\$100,000.00	4/1/2025	12/31/2025
23	RFP 24-75	No	4/30/2025	32500019	N/A	Harris & Associates, Inc.	1st Amendment to increase	\$20,000.00	\$103,370.00	7/1/2024	12/31/2025
24	RFP 25-68	No	4/30/2025	32500420	N/A	Channel Watch Marine Services, Inc. dba TOWBOATUS Ventura	General Services Agreement for Harbor Debris Removal and Maintenance Services	\$200,000.00	\$200,000.00	2/3/2025	2/2/2026
25	RFB 25-118	N/A	6/18/2025	32500549	N/A	The Willis Corp. dba Ventura County Overhead Door	General Services Agreement for On-Call Maintenance and Repair of Roll-Up Doors and Motorized Gate Openers	\$220,000.00	\$220,000.00	7/1/2025	6/30/2026



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3

DATE: July 15, 2025
TO: City Council
FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org
SUBJECT: Planning Commission Stipend Ordinance.

RECOMMENDATION

That the Oxnard City Council:

Adopt Ordinance 3064 titled "AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION"

(The Finance & Governance Committee approved 2-1 on March 11, 2025.)

BACKGROUND

Ordinance No. 3064 was introduced by the City Council on June 26, 2025. The City Council approved the first reading of the ordinance by a vote of 6-1 (with Councilman Starr voting 'no'). If adopted by City Council on July 15, 2025, the ordinance will take effect thirty days thereafter.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

Based on the recommendations, the maximum cost would be approximately \$25,200 per year, assuming a stipend of \$150 per Commissioner per meeting and a total of 24 meetings per year with all commissioners in attendance. However, based on the data from the last two years, there were a total of 16 meetings held in 2023 and 14 meetings held in 2024. Over that time period, there was an approximately 80 percent attendance rate. Based on these two data points, with seven Commissioners, the stipend would have been approximately \$13,440 and \$11,760, respectively, with attendance required.

The amounts above are for illustrative purposes only, as the exact cost could vary based on the number of meetings held. While application fees are collected for projects that are presented to the Planning Commission to pay for staffing and noticing costs, fees do not include costs associated with Planning Commission Stipends. On June 26, 2025, the City Council approved a Fiscal Year 2025-26 General Fund (101) appropriation in the amount of \$26,250 to fund the Planning Commission Stipends.

For Finance Use Only:

General Fund (Org. 1011101 Obj. 52350)

COMMITTEE OUTCOME

The Finance and Governance Committee recommended 2-1 on March 11, 2025 to establish a \$150 per meeting stipend, for meetings attended. The Council Committee did not discuss reimbursements in detail, and did not include reimbursements in their motion.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. June 26, 2025 City Council Staff Report
2. Ordinance Allowing for a Stipend for Planning Commission



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.5

DATE: June 26, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Planning Commission Stipend (20 minutes)

RECOMMENDATION

That the City Council:

1. Approve the first reading by title only and waive further reading of the proposed Ordinance titled: "AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96 AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A STIPEND FOR SERVICE ON THE OXNARD PLANNING COMMISSION"; and
2. Adopt a resolution establishing \$150 per meeting compensation for the members of the Planning Commission of the City of Oxnard; and
3. Approve a Fiscal Year 2025-26 budget appropriation from the General Fund (101) available fund balance in the amount of \$26,250.

(Finance and Governance Committee approved 2-1 on March 11, 2025).

Please click on the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

The Oxnard Planning Commission (Commission) consists of seven members who serve at the pleasure of the City Council and may be removed and replaced at Council's discretion. The qualifications for Planning Commissioners are that they must reside in the city and be at least 18 years of age. Commissioners are nominated by Council members to four-year terms, unless a vacancy occurs during the term of a commissioner. A member of the commission may serve up to two consecutive terms.

Pursuant to the Oxnard City Code (OCC), the members of the Commission do not receive compensation for their time preparing for or attending Commission meetings, which is consistent with the other City of Oxnard Citizen Advisory Groups (CAGs). As with other CAGs within the City, the OCC outlines that the City Council shall provide the funds and equipment necessary for the work of the Commission. Any changes to the compensation of the Commission would be at the discretion of the City Council.

At the request of the Commission, on August 15, 2024, City staff placed on the Commission Agenda a study session/report discussing the proposal of stipends for members of the Commission. At the meeting, Ronald Arruejo, Chair of the Commission (Chair), prepared and submitted a memo highlighting the role of the Commission, a rate comparison looking at Oxnard compared to other cities and the benefits of providing a stipend to the Commission (Attachment 1). The Chair prepared a resolution in support of providing a stipend to the Commission for approval by the full Commission.

After a presentation by the Chair, the Commission discussed the proposal, noting generally that they were appreciative of the discussion and that while there was no compensation, it was an honor to serve on the Commission. Following the deliberation, the Commission voted 5-0, with one absence and one abstention, to approve the resolution as prepared by the Chair. As noted above, the approval of compensation for the Commission is at the discretion of the City Council. The approved Planning Commission resolution only had the effect of allowing the Chair and up to two other Commission Members to present the resolution to the City Council during the City Council public comment period.

The Chair then presented the resolution to the City Council and, while the resolution could not be discussed in detail at the meeting, the Council directed staff to bring the item to committee for further discussion. The topic was brought to the Finance and Governance Committee (Committee) meeting on March 11, 2025. Please see the "Committee Outcome" section of this report for additional details. Based on a 2-1 vote at the Committee, the draft ordinance and resolution would provide a per-meeting stipend of \$150 to each Commissioner.

ANALYSIS

Summary

The Commission is one of seven CAGs established by the OCC within the City, however, their roles and responsibilities are defined in State Law. While there is a potential for up to 24 meetings each year, one or two meetings are often removed from the calendar due to conflicts with holidays. Meetings are held on an as-needed basis, with an average of 15 meetings per year, with each meeting averaging approximately one hour and 30 minutes. The Chair conducted a survey of other neighboring agencies in Kern, Los Angeles, Santa Barbara, and Ventura Counties, which was verified by City Staff. As shown in the table (Attachment 4), the majority of agencies surveyed (29 of 38 (not including Oxnard)) provided some sort of stipend. The agencies that provide a stipend generally provide a stipend on a per-meeting basis and the majority of those require attendance to receive the stipend. The per-meeting stipend ranged from \$10 to \$350. As an alternative, a few agencies provide a flat monthly stipend which ranged from \$50 to \$543.

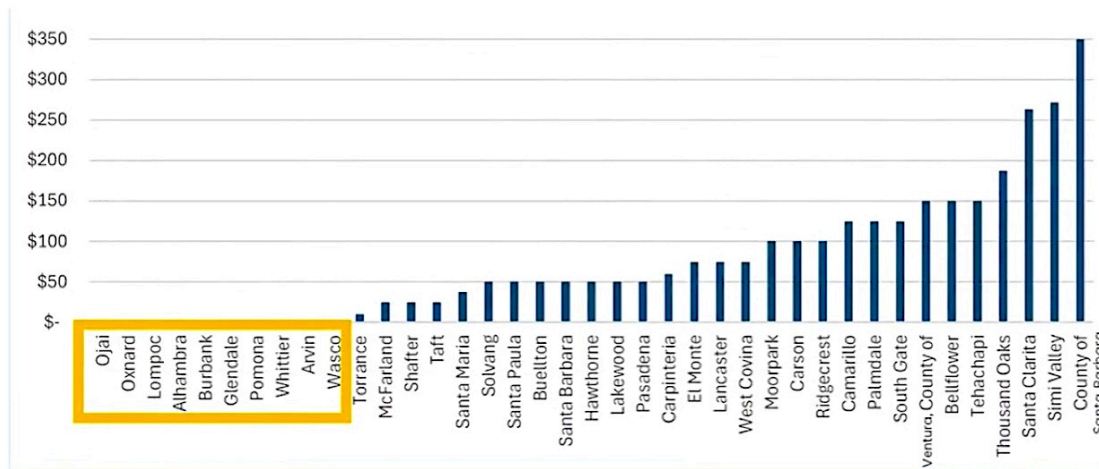
In the Memo the Commission Chair provided to the Planning Commission, and during the Committee meeting, the Chair stated that Oxnard was one of only two cities in the County that did not provide a stipend. However, staff would like to clarify that applies only for those cities in the County the Chair received responses from. In his Memo to the Commission there is the following footnote:

"The City of Port Hueneme does not have a separately appointed planning commission, it is unknown if and how much the compensation for the City of San Buenaventura is, and the Cities of Ojai and Fillmore have not yet responded to inquiries regarding compensation for members of their Planning Commission."

At the Committee meeting, the Commission Chair provided a slide that indicated Ojai does not pay their Commission. In addition, Ventura is not listed in the presentation, but the list of agencies subsequently verified by City Staff, provided in

Attachment 4, shows that the commissioners are not paid in Ventura. The Chair also presented a slide to indicate that a \$150 per meeting stipend the Planning Commission recommended to the Council was below the per capita amount, but there was no actual discussion or additional data provided on the rationale to use a per capita data point. The slide presented by the Chair, pasted below, notes that currently seven (7) of the thirty-eight (38) cities surveyed pay \$150 or more per meeting.

“PCs in Ventura, Kern, Santa Barbara, & Los Angeles Counties: Stipend Amounts per Meeting”



The slide noted that the per-meeting amounts were calculated at 50% of the per-month rate for the cities that paid a monthly stipend, such as Simi Valley and Thousand Oaks. See the “Committee Outcome” section for additional details.

Role of the Commission

The Commission’s role is to make sound land use decisions supporting the mission statement. The mission of Oxnard’s Planning Division is to create, preserve and enhance the quality of the City’s natural and built environments through implementation of the General Plan, Zoning Ordinance, Adopted Specific Plans, Local Coastal Plan, and the Coastal Zoning Ordinance. More specifically, pursuant to Section 2-95 of the OCC, the Commission has three core functions:

1. The functions and duties assigned to the commission by the code and other ordinances and resolutions of the city council;
2. The functions set out in Cal. Gov’t Code, Sections 65103, 65400, 65401 and 65402; and
3. The duties imposed on a commission by Cal. Health and Safety Code, Section 33000.

Under State Law, the primary applicable code section is Government Code Section 65103, which outlines that each planning agency (Commission) shall perform all the following functions:

- a. Prepare, periodically review, and revise, as necessary, the general plan.
- b. Implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances.
- c. Annually review the capital improvement program of the city or county and the local public works projects of other local agencies for their consistency with the general plan, pursuant to Article 7 (commencing with Section 65400).
- d. Endeavor to promote public interest in, comment on, and understanding of the general plan and regulations relating to it.
- e. Consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens generally concerning the implementation of the general plan.
- f. Promote the coordination of local plans and programs with the plans and programs of other public agencies.
- g. Perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

In the City, the Commission is the decision maker on Special Use Permits, Variances, Administrative Relief from Parking Provisions, Parcel Map Waivers, and Coastal Development Permits. The Commission is the appeals body for Development Design Review Permits, Downtown Design Review Permits, Minor Modifications, Temporary Use Permits, Coastal Exemptions, Emergency Permits, Categorical Exclusions, Development Review Permits, Administrative Modifications, and Final Restoration Plans. Lastly, the Commission is responsible for making recommendations to the City Council on Zoning Code/Subdivision Ordinance Text Amendments, Zone Changes, Tentative Subdivision Maps, Development Agreements, Specific Plans, General Plan Amendments, and Annexations.

In addition to the items above, pursuant to Government Code Section 65402, a Finding of General Plan Conformity must be made by the Commission for any acquisition, disposition, vacation, or abandonment of any real City property by the City. Specifically, the Commission is to determine whether the location, purpose, and extent of such proposed real property transaction conforms with the 2030 General Plan. This section also applies to acquisitions and depositions by the County or other local agencies within City jurisdiction.

Time Commitment

The Commission currently holds their meetings on the first and third Thursday of each month at 6:00 p.m. in the Council Chambers, however, while rare, special meetings can be convened as needed. While there is a potential for up to 24 meetings each year, one or two meetings are often removed from the calendar due to conflicts with holidays. Meetings are held on an as-needed basis, so meetings are canceled when there are no items that are ready for the Commission's review or if the Commission fails to achieve a quorum (4 members). Based on data from 2023 and 2024:

- There were a total of 16 meetings held in 2023 and 14 meetings held in 2024.
- Over that time period, there was an approximately 80 percent attendance rate.
- The average meeting lasted 1 hr and 20 minutes and 1 hr and 41 minutes, respectively. However, it is important to note that, due to the variation in the items that come before the Commission, the time of meetings varies from approximately 30 minutes to 6 hours.
- The same variation can be found in the length of the Commission Packets as well, which can range from around 125 pages to over 3,000 pages when including environmental documents, such as the recent Teal Club project and Lockwood 3 projects.

Potential Benefits of Commission Stipends

As noted above, the Commission serves important functions prescribed by the State. These functions are critical for the growth of a city, as sound decision-making is important for the development of a city, particularly, as planning and, more specifically, housing planning has become a focus of state regulations. While staff are not making a recommendation in favor or against the provision of stipends, the Chair laid out the following potential benefits:

1. Encourage qualified people to become members of the Planning Commission.
2. Increase retention of members, which helps with institutional and historical knowledge of projects.

Although not stated in the Chair's memo to the Planning Commission, if the stipend requires attendance at meetings, then the stipend would also encourage attendance of those appointed to the Commission. Although it rarely occurs, lack of attendance by Commissioners can delay decisions on development projects, impacting developer timelines. Also, commissioner turnover requires additional training and funding (approximately \$2,000 per commissioner) and additional staff time to bring the new commissioners up to speed. Returning Commissioners can also bring much-needed experience and continuity, which is beneficial for new members and developers.

Survey of Other Agencies

The Chair conducted a survey of other neighboring agencies in Kern, Los Angeles, Santa Barbara, and Ventura Counties, which was verified by City staff. As shown in the table (Attachment 3), the majority of agencies surveyed (29 of 38 (not including Oxnard)) in the region provide some sort of stipend. There was less information and consistency on data related to reimbursements, but the Planning Commission resolution included "reimbursement of actual and necessary expenses incurred for City-related business". Of those cities surveyed, only three (3) are confirmed to provide mileage reimbursement.

The agencies that provide a stipend generally provide a stipend on a per-meeting basis and the majority of those require attendance to receive the stipend. The per-meeting stipend generally ranged from \$10 to \$350. In some cases, cities that provide a per-meeting stipend also had a max stipend per month (i.e. Santa Maria). As an alternative, a few agencies

provide a flat monthly stipend which ranged from \$50 to \$543, some of which required commissioner attendance and some did not.

The Chair’s memo (and the Resolution) presented to the Planning Commission stated in Section 3 that Oxnard is the only planning commission body which does not receive compensation in Ventura County.

“WHEREAS, the Planning Commission of the City of Oxnard is the only municipal or county planning commission in the County of Ventura which has a body separate from the elected members of the municipality or county which does not receive compensation.”

Staff would like to clarify that the Chair’s research included 7 of the 10 cities in the County and the County, and with the exception of Port Hueneme, specific data was not provided on when a body was separate from the elected members. Based on the Chair’s research, the City of Port Hueneme does not have a separately appointed planning commission. It was unknown if and how much the compensation for the City of Ventura is, and the cities of Ojai and Fillmore did not respond to his inquiries when the Resolution and memo were presented to the Planning Commission.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

If a \$150 per meeting stipend for the Commission is ultimately approved by City Council, the funding for the Commissioner stipend would come from the General Fund.

Based on the recommendations, the maximum cost would be approximately \$25,200 per year, assuming a stipend of \$150 per Commissioner per meeting and a total of 24 meetings per year with all commissioners in attendance. However, based on the data from the last two years, there were a total of 16 meetings held in 2023 and 14 meetings held in 2024. Over that time period, there was an approximately 80 percent attendance rate. Based on these two data points, with seven Commissioners, the stipend would have been approximately \$13,440 and \$11,760, respectively, with attendance required.

The amounts above are for illustrative purposes only, as the exact cost could vary based on the number of meetings held. While application fees are collected for projects that are presented to the Planning Commission to pay for staffing and noticing costs, fees do not include costs associated with Planning Commission Stipends. Therefore, a budget appropriation of \$26,250 is needed for the Planning Commission Stipends.

For Finance Use Only:

General Fund (Org. 1011101 Obj. 52350)

COMMITTEE OUTCOME

The Finance and Governance Committee recommended 2-1 on March 11, 2025 to establish a \$150 per meeting stipend, for meetings attended. The Council Committee did not discuss reimbursements in detail, and did not include reimbursements in their motion.

At the Committee meeting Planning Commission Chair presented a powerpoint in which he outlined many of the elements of the Planning Commission’s resolution to establish a stipend (attachment 3).

Committee deliberations ensued and Chair Mc Arthur stated his position that he supports \$150 per meeting stipend, primarily as a tool to recruit young people that may be sacrificing potential earnings, and giving long hours to prepare and

participate in the meeting. Chair Mc Arthur also stated that he believes \$150 is on the low end and a starting point. Chair Rodriguez, supported \$150 per meeting stipend, also drawing on the amount of time spent for this role. Committee Member Starr (Starr) did not support pay for volunteer positions, and expressed that the “pay” the volunteer receives is that the members get a bigger say over what happens in the city. Starr also responded to a point raised by the Planning Commission Chair that the stipend would help retain members. Starr pointed out that historically members of the Commission did serve multiple terms and offered that the reason we may have less retention with the Commission may be term limits or lack of advertisement for the role, not necessarily compensation. Lastly, Starr raised the concern of the precedent this would set for other CAGs to seek compensation.

Prepared by: Joe Pearson II, AICP, Planning & Environmental Services Manager

ATTACHMENTS

1. Chair Arruejo’s Proposal for Stipends for Members of the Planning Commission Memo
2. Planning Commission Resolution 2024-22
3. PC Chair Arruejo’s Committee Presentation
4. Survey of Other Communities
5. Proposed Ordinance
6. Proposed Resolution
7. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3064

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA
AMENDING CHAPTER 2 ARTICLE II DIVISION 7 SECTIONS 2-96
AND 2-97 OF THE OXNARD CITY CODE ESTABLISHING A
STIPEND FOR SERVICE ON THE OXNARD PLANNING
COMMISSION

WHEREAS, Oxnard City Code Section 2-97 authorizes the City Council to provide the funds and equipment necessary for the work of the commission; and

WHEREAS, the City Council has not adopted an ordinance that provides compensation to members of the Planning Commission for attendance at Planning Commission meetings; and

WHEREAS, to encourage qualified persons to become members of the Planning Commission and to ensure that members of the Planning Commission are compensated comparably to Planning Commission members of other cities, it is in the best interests of the City to provide for compensation to members of the Planning Commission; and

WHEREAS, the City Council may establish the compensation of various city boards and commissions; and

WHEREAS, on March 11, 2025, the Finance and Governance Committee (“Committee”) voted 2-1 to recommend that the City Council approve a stipend for the Planning Commission; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ordinance is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

PART 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

PART 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Parts 3 and 4 of this Ordinance, as set forth below, which modify Chapter 2 of the City Code.

PART 3. Section 2-96 subsection (A) “Composition” Division 7 of Chapter 2 Article II of the Oxnard City Code shall be amended to read as follows:

“SEC. 2-96. COMPOSITION.

(A) The commission shall consist of seven members. Members of the commission shall serve and may be removed and replaced at the pleasure of the city council. Members shall reside in the city, and shall be at least 18 years of age.”

PART 4. Section 2-97 “Finances” Division 7 of Chapter 2 Article II of the Oxnard City Code shall be amended to read as follows:

“SEC. 2-97. FINANCES.

(A) The city council shall provide the funds and equipment necessary for the work of the commission.

(B) Planning Commissioners shall receive compensation in the amount established by resolution of the City Council.”

PART 5. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) of the CEQA Guidelines because the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PART 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 7. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and certified copy of the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the Ordinance.

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SECTION 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Gov. Code Section 36933. Ordinance No. 3064 was first read on June 26, 2025, and finally adopted on July 15, 2025 to become effective thirty days thereafter.

PASSED AND ADOPTED this 15th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4

DATE: July 15, 2025
TO: City Council
FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org
SUBJECT: Private Parking Ordinance.

RECOMMENDATION

That the City Council:

Adopt Ordinance No. 3063 titled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030."

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

BACKGROUND

Ordinance No. 3063 was introduced to the City Council at its June 26, 2025, meeting. Following a public hearing, the Council voted to introduce the ordinance, with a vote of 7-0 for first reading by title only, waiving further reading. If adopted by Council on July 15, 2025, the ordinance will take effect in thirty days thereafter.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no financial impacts associated with this agenda item. The City would collect funds from the applicants utilizing Council-approved hourly fee rates to cover the cost of reviewing the registration. The City would not collect any private parking ticket charges.

COMMITTEE OUTCOME

At the Community Services, Public Safety, Housing & Development Committee, the committee asked questions of staff regarding application and registration fees, towing procedures, and signage requirements. The discussion around towing procedures for unauthorized parked vehicles was clarified that the CVC regarding removal of vehicles from private property can already be utilized without the adoption of this ordinance. To further elaborate, the CVC currently allows private property owners and the businesses to tow unauthorized parked vehicles so long as they have proper signage in place indicating towing is enforced on the property. This vehicle code section remains effective as an option for property owners, in addition to issuing parking tickets with the approval of the proposed ordinance. However, to ensure compliance with private property towing, CVC Section 22658 has been added to the Private Parking Ordinance Section

8-61.1.

To conclude the meeting, Chair Mayor Mc Arthur recommended that prior to implementation of issuance of parking tickets, that property owners communicate to business owners, employees, visitors, and customers as a courtesy warning that enforcement of parking will occur by a selected date. Staff has incorporated in the application and registration requirements that notices be provided to the business owners and employees and signage placed onsite seven (7) days prior to issuing tickets in Section 8-61.5.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jamie Peltier, Planning Supervisor

ATTACHMENTS

1. June 26, 2025 City Council Staff Report
2. Ordinance Approving Private Parking Ordinance



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: June 26, 2025

TO: City Council

FROM: Jeff Pengilley, Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Private Parking Ordinance (20 minutes)

RECOMMENDATION

That the City Council:

Approve the first reading by title only and waive further reading of the proposed Ordinance titled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING; FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.”

(Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025.)

Please click on the following link to view the required Measure M pre-recorded presentation video:

BACKGROUND

The Community Development Department has prepared an ordinance to facilitate off-street parking enforcement on private properties. Private property owners have historically been limited in their ability to enforce parking regulations with towing as their only current recourse. In 2015, Assembly Bill (AB) 451 was signed into law amending California Vehicle Code (CVC) Section 21107.8 to introduce specific requirements that allow cities or counties to authorize regulations by resolution or ordinance for unauthorized parking in privately owned off-street parking facilities that are generally open to the public. AB 451 recognized this issue for cities and counties that have high parking demands and usage and amended the CVC to allow for the enforcement of parking violations on private property through the issuance of parking tickets.

City Code addresses towing on public streets, alleys, and parking lots, as well as towing of abandoned vehicles. Towing on private property is addressed in the CVC. AB 451 did not alter the ability of private parking operators to tow vehicles under existing regulations (CVC Section 22658). See additional discussion in the "Committee Outcome" section of this report.

DISCUSSION

Approval of this ordinance will allow specific types of private parking operators/owners to issue notices of a parking charge (i.e. parking tickets), similar to on-street public parking violations, within their off-street private parking facilities. The introduction of the attached Private Parking Ordinance would aid property owners in addressing unauthorized parking on private property to encourage turnover of parking spaces in high-demand areas.

This proposed ordinance would allow private property owners/operators of commercial retail district and shopping center parking facilities with greater than 200 parking spaces to enforce their private parking management strategies by issuing parking tickets, subject to obtaining a city registration and business tax certificate.

As proposed, each property owner seeking to enforce private off-street parking must submit an application for a registration by the city to ensure compliance with the requirements of the ordinance; however, the city will not be involved in the enforcement process.

ANALYSIS

AB 451 enables the City, through this proposed ordinance, to grant private property owners/operators the ability to manage their private parking facilities under specific conditions and criteria. Operators of private parking facilities in commercial retail districts and shopping centers play a pivotal role in facilitating the usage of parking spaces to enhance the customer experience and maximize business for their tenants. Parking facility operations are established by the owner/operator of each parking facility and are designed to address the unique parking needs of their parking lots to ensure efficient turnover, particularly in high-demand areas. These operational efforts can include establishing maximum parking hours, providing for metered parking, providing security to monitor parking lots, and enforcement of towing of vehicles. The ability of parking facility operators to enforce the operational parking management strategies by charging for parking violations will be enabled by this ordinance. This ordinance would encourage parking turnover to increase parking availability for greater economic activity within the commercial retail and shopping districts in the City of Oxnard.

Parking Requirements

Under this proposed ordinance, the number of Oxnard City Code required off-street parking spaces and the layout of the parking facilities would not change.

Proposed Private Parking Ordinance

The proposed Private Parking Ordinance will provide the structure and tools for larger private commercial parking facilities in major shopping centers, citywide, to address unauthorized vehicles on private property by allowing private property owners to issue parking tickets when a vehicle is parked beyond the specified regulation.

Locations that could potentially benefit from this ordinance include: The Collection, Shopping at the Rose, The Esplanade Shopping Center, The Centerpoint Mall, and Seabridge Marketplace. The proposed ordinance would align with State Law (AB 451), while adding other requirements specific to the City of Oxnard.

Registration and Plan

In order for private property owners and parking management operators to start issuing parking tickets, known as Notice of a Parking Charge in the proposed ordinance, they would be required to register with the City of Oxnard Community Development Department. The registration consists of an application to the Community Development Department with the following items:

1. The selected private parking operator with contact information,
2. The dispute resolution process established by the private parking operator, and
3. A parking and signage installation plan.

When all items are provided and correctly completed, a registration and a city business tax certificate are issued, which would then allow the private parking owner/operator to begin issuing parking tickets for parking violations. Based on feedback from the Committee, staff incorporated in the application and registration requirements that notices be provided to the business owners and employees and signage placed onsite seven (7) days prior to issuing tickets. The registration is a one-time application unless there is a change in one of the above items that would require updating the registration.

The requirements of the parking and signage installation plan include a site plan of the parking facility, the location of signage indicating parking regulations will be enforced by ticketing, and if meters are used, the location and details of the meters. Posted signs are required at each entrance with a minimum dimension of 11 by 22 inches per state law. The Community Development Department would review the documents and plans to make sure all items meet the full criteria listed in the ordinance in order to receive a registration.

Mail-In Parking Charges

The parking violation results in a notice of a parking charge (i.e. parking ticket) for unauthorized parking in an off-street private parking facility that would not exceed the fine for stopping in a red zone City of Oxnard parking citation, which is currently \$65. The notice of parking charge would indicate “Invoice” followed by “Parking Fee Imposed by (name of parking operator).” The notices would clearly state that the notice of parking charge is “Not issued by the City of Oxnard” and would not be permitted to resemble a City of Oxnard parking violation notice. Mail-in parking charges would be paid to the private parking owner/operator.

Dispute Process

After the issuance of a notice of a parking charge, a customer will have the right to dispute the notice with the private parking operator. The ordinance describes the general outline of the dispute procedure for contested parking charges. A specific dispute procedure, not involving the City of Oxnard, will be developed in detail by each parking enforcement operator as part of the registration package reviewed by the city. If the customer is dissatisfied with that result, an administrative hearing held by an appointed qualified third-party examiner can review the disputed charge. After the administrative hearing, the decision is final. The appeal process, including the administrative hearing, would be managed by the private party parking enforcement operator and their qualified third party hearing officer. The City of Oxnard would not be involved in any part of the dispute process, including any appeals process or administrative hearings.

Revocation

The ability of private property owners to utilize the Private Parking Ordinance would be permitted for specific properties that register with the city, as described above, and that remain in compliance with the ordinance. The Community Development Director would have the ability to issue warnings and revoke a property owner's right to utilize the ordinance should they receive complaints or fail to comply with the requirements of the ordinance.

STRATEGIC PRIORITIES

This agenda item supports Economic Development strategy. The purpose of the Economic Development strategy is to focus on the retention and expansion of Oxnard businesses by increasing the skills and employability of our local workforce, invite new business investments, and target site-based redevelopment opportunities.

FINANCIAL IMPACT

There are no financial impacts associated with this agenda item. The City would collect funds from the applicants utilizing Council approved hourly fee rates to cover the cost of reviewing the registration. The City would not collect any private parking ticket charges.

COMMITTEE OUTCOME

At the Community Services, Public Safety, Housing & Development Committee, the committee asked questions of staff regarding application and registration fees, towing procedures, and signage requirements. The discussion around towing procedures for unauthorized parked vehicles was clarified that the CVC regarding removal of vehicles from private property can already be utilized without the adoption of this ordinance. To further elaborate, the CVC currently allows private property owners and the businesses to tow unauthorized parked vehicles so long as they have proper signage in place indicating towing is enforced on the property. This vehicle code section remains effective as an option for property owners, in addition to issuing parking tickets with the approval of the proposed ordinance. However, to ensure compliance with private property towing, CVC Section 22658 has been added to the Private Parking Ordinance Section 8-61.1.

To conclude the meeting, Chair Mayor Mc Arthur recommended that prior to implementation of issuance of parking tickets, that property owners communicate to business owners, employees, visitors, and customers as a courtesy warning that enforcement of parking will occur by a selected date. Staff has incorporated in the application and registration

requirements that notices be provided to the business owners and employees and signage placed onsite seven (7) days prior to issuing tickets in Section 8-61.5.

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on May 13, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jamie Peltier, Planning Supervisor

ATTACHMENTS

1. Private Parking Ordinance
2. Staff Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 3063

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING DIVISION 3 TO ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE REGARDING PRIVATE PARKING FILED BY CITY OF OXNARD, COMMUNITY DEVELOPMENT DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA, 93030.

WHEREAS, the State of California signed Assembly Bill (AB) 451 into law on January 1, 2016; and

WHEREAS, AB 451 allows cities or counties to authorize, via ordinance or resolution, operators of privately owned off-street parking facilities to regulate unauthorized parking in their facilities; and

WHEREAS, the City requests to establish by ordinance the procedures for the private parking facilities to privately enforce off-street parking and to codify the private parking regulations by modifying Chapter 8 of the Oxnard City Code (OCC); and

WHEREAS, on May 13, 2025, the Community Services, Public Safety, Housing & Development Committee (“Committee”) voted (3-0) of the private parking ordinance; and

WHEREAS, the City Council determined that this action is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15060(c)(2) and (3) and 15061(b)(3) as this ordinance is a regulatory action which will not result in direct or reasonably foreseeable indirect physical change in the environment and when it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment are not subject to CEQA; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Section 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance, as set forth below, which modify Chapter 8 of the City Code.

Section 3. Division 3 is hereby added to Article IV of Chapter 8 of the Oxnard City Code to read as follows:

“DIVISION 3. PRIVATE PARKING

- 8-61.1. Purpose and Intent
- 8-61.2. Definitions
- 8-61.3. Compliance with Article
- 8-61.4. Mail-in Parking Charges
- 8-61.5. Registration
- 8-61.6. Maximum Amount of Mail-in Parking Charges
- 8-61.7. Form and Content of Parking Charge Notices
- 8-61.8. Dispute Resolution Procedure for Contested Parking Charges
- 8-61.9. Prohibited Business Practices
- 8-61.10. Areas of applicability
- 8-61.11. Revocation

SEC. 8-61.1. PURPOSE AND INTENT.

The city council finds and declares that the owners of privately owned off-street parking lots are authorized to regulate unauthorized parking in such facilities in accordance with the provisions of this article.

The city council further finds and declares that the provisions of the California Vehicle Code Sections 22350, 23103 and 23109, provisions of Division 16.5 (commencing with Section 38000) of the California Vehicle Code, Section 22507.8 (Designated Disabled Parking), and Section 22658 (Removing Vehicles) of the California Vehicle Code shall apply to the privately owned and maintained off-street parking facilities.

SEC. 8-61.2. DEFINITIONS.

- (A) **BUSINESS HOURS** - the period from one hour before the business is open for customers until the time the businesses close for customers. For parking spaces designated for users of automated teller machines, employee, tenant, or other non-customer reserved parking, business hours means 24 hours a day unless otherwise specified by signage in the off-street parking facility.
- (B) **DIRECTOR** - The Community Development Director for the City of Oxnard, or his/her designee.
- (C) **MAIL-IN PARKING FEE OR MAIL-IN PARKING CHARGE** - a charge for unauthorized parking in an off-street parking lot.
- (D) **NOTICE OF A PARKING CHARGE** - a written document affixed to a vehicle which notifies the vehicle driver of a mail-in parking fee that is due as a result of an unauthorized parking in an off-street parking lot.

- (E) OFF-STREET PARKING FACILITY - privately owned property that is generally held open to the public for commercial purposes with contiguous lots, or a discernible portion thereof, containing a minimum of 200 spaces for the parking of vehicles, including but not limited to surface lots, parking structures above ground and subterranean, and/or curb parking.
- (F) PARK - to leave a vehicle standing while the driver or owner of that vehicle has left the vehicle or has exited the off-street parking facility.
- (G) PARKING METER - any device which, when the recording dial thereof is set in motion by the deposit of any coin, or equivalent thereof, or by the operation of any actuating device, registers the length of time that any vehicle is parked adjacent to or in the immediate vicinity of the parking meter and displays a flag, sign, or receipt to be displayed, signal, or other electronic means indicating that the permitted or paid time has expired. Parking meters may be multi-space or single-space meters, and may require vehicle operators to display a receipt or enter vehicle identification information to permit parking adjacent to or in the immediate vicinity of the parking meter.
- (H) PERSON - any natural person, firm, company, corporation, partnership, governing body, institution or association.
- (I) PRIVATE PARKING OPERATOR - any person who owns or controls, or person who acts on behalf of or at the behest of a person who owns or controls, an off-street parking lot.
- (J) SIGN OR SIGNAGE - a public display and conveyance of information posted for viewing.
- (K) UNAUTHORIZED PARKING OR PARKING WITHOUT AUTHORIZATION - shall include: (i) parking in an off-street parking lot in violation of parking restrictions established by a private parking operator and indicated by signs at the off-street parking lot; (ii) failing to pay (or properly display proof of payment) for parking at any pay and park off-street parking lot; (iii) leaving a vehicle parked over-time at an off-street parking lot for a period of time in excess of the amount paid for or permitted (as determined by the private parking operator); (iv) parking in a "no parking," red zone, yellow zone, loading zone, fire lane, or non-designated parking space of an off-street parking lot; or (v) parking in a manner that has the effect of blocking, impeding, or restricting another vehicles ability of egress or ingress or otherwise obstructing the orderly flow of traffic.
- (L) VEHICLE - any automobile, motorcycle, trailer coach, park trailer, or any human-powered device that moves people, also defined in the California Vehicle Code.

SEC. 8-61.3. COMPLIANCE WITH THIS ARTICLE.

- A. It shall be unlawful and an unfair business practice within the meaning of Business and Professions Code §17200 for any person to charge a mail-in parking fee, or to issue or cause to be issued a notice of parking charge, that is not in compliance with this article. Any notice of parking charge that is not in compliance with this article shall be invalid.

SEC. 8-61.4. MAIL-IN PARKING CHARGES.

- A. A private parking operator may charge a mail-in parking fee to owners of vehicles parked without authorization in an Off Street Parking Facility only after obtaining approval of their parking and installation plan, and a dispute resolution policy, by the Director.
- B. Where a private parking operator of an Off Street Parking Facility of a closed business utilizes parking meters, lock-box, or other device requiring payment for parking, a private parking operator may charge a mail-in parking fee to owners of vehicles parked at the parking facility without authorization outside of normal business hours.
- C. Where a vehicle is parked in a no parking zone, red zone, yellow zone, loading zone, or non-designated parking space of an Off Street Parking Facility of a closed business, a private parking operator may charge a mail-in parking fee to the owner of the vehicle outside of normal business hours.

SEC. 8-61.5. REGISTRATION.

- A. Every private parking operator who issues notices of parking charges shall first register and receive an approved parking and installation plan, including a dispute resolution policy, and they shall obtain a valid City of Oxnard Business Tax Certificate before doing business in the city. The fee for registering, reviewing, inspecting, and amending the registration and parking and installation plan shall be an hourly charge for the city staff time required at the applicable rates set forth by City Council resolution.
- B. The private parking operator shall agree to place signage on site notifying the business owners, employees, and customers that parking regulations will be enforced at least seven (7) business days prior to issuing notices of parking charges.
- C. The parking and installation plan submitted for review shall include the following:
 - a. A site plan identifying the parking facility area where parking charges will be enforced and issued, including the following details:
 - i. Parking areas showing dimensions, and striping/markings for parking spaces, painted arrows, loading areas, drive aisles, and driveway throats.
 - ii. A table showing the number of parking spaces provided (by type), including standard, handicap, bicycle and motorcycle parking spaces.
 - iii. Location of standard, motorcycle, and handicap parking spaces.
 - iv. Type of proposed parking restriction by area.;
 - b. Signage types;
 - c. Signage locations;
 - d. Signage language and size; and
 - e. Number of signs used.

- D. When mail-in parking charges will be used in conjunction with parking meters and/or payment devices installed on private property, the parking and installation plan shall include the following, in addition to Section 8-61.4(B):
 - a. Location of the meters;
 - b. How the spaces will be identified and defined,
 - c. How the meters will indicate the time periods that they are in use.
- E. The Director shall have the right to require alterations to the parking and installation plan, inspections, or impose conditions of approval to ensure public health, safety, and welfare with regard to the operation of the off-street parking facility and surrounding streets.
- F. A private parking facility property owner shall be required to submit to the city any change in the parking and installation plan, meters, or payment devices that occur after the city's original approval within one month of any change. Any changes shall be subject to additional review and approval by the Director.
- G. The registration shall include the name, address, and telephone number of the private parking operator, the names, business addresses, telephone numbers, and email addresses of each person owning ten percent or more of the business, and the Oxnard business tax certificate number of the business.
- H. The registration shall include a dispute resolution process policy as required by Section 8-61.8.
- I. The registration shall include a description of the procedures the private parking operator shall utilize when issuing a notice of parking charge. Before any private parking operator can issue a notice of parking charge within the city, the procedure for issuing these charges shall be approved by the Director.

SEC. 8-61.6. MAXIMUM AMOUNT OF MAIL-IN PARKING CHARGES.

No mail-in parking fee charged pursuant to this division shall exceed the amount of fine for violation of Section 8-54 of this code (stopping in red zones).

Signs indicating restrictions on parking in an off-street parking lot shall be posted as required by this section. No mail-in parking fee shall be required and no notice of parking charge shall be issued unless there are in place signs substantially in the form required by this section and shown on the parking and installation plan approved by the Director.

- A. Signs not less than 17 inches by 22 inches in size with lettering not less than one-inch in height must be posted at each entrance to the off-street parking facility, must identify any applicable parking restrictions, hours in which the parking restrictions are in force, include statements to the effect that the off-street parking lot is subject to public moving vehicle laws, and violators may be subject to a mail-in parking fee or vehicle removal. Where different restrictions apply to parking spaces with common entrances, the restrictions applicable to each space shall be clearly delineated.

- B. The Director is hereby authorized to establish uniform sign sizes, colors, sizes of lettering, and other information that may be required on all signs in order to be in compliance with this division. If the Director establishes such criteria, all signs required by this article shall be brought into compliance within 180 days.
- C. Signs which indicate that a customer may park for no fee shall indicate whether the authorized parking is only for the time the customer is on the premises or whether it is for a limited duration of time. In the absence of such designation, a customer shall not be charged a mail-in parking fee.
- D. Nothing in this division shall be construed as to modify the authority of the city to issue citations.

SEC. 8-61.7. FORM AND CONTENT OF PARKING CHARGE NOTICES.

- A. No person shall place on any vehicle a notice of a parking charge which does not contain at the top of the notice in at least 12-point print the words “INVOICE” followed by “PARKING FEE IMPOSED BY XXX,” inserting the name, telephone number and street address of the private parking operator or private parking lot owner where the notice was issued.
- B. Every notice of parking charge shall end with the legend “This parking charge notice is not issued by the City of Oxnard.” This provision shall be in at least 12-point print.
- C. No notice of parking charge shall display any feature that resembles a city parking citation, and no image similar to the logo of the City of Oxnard shall be used. The notice of parking charge shall be a color distinctive from a city parking citation.
- D. Every notice of parking charge shall state that the private parking operator or private parking facility owner identified in subsection (a) may cancel the mail-in parking charge at any time for any reason.
- E. Every notice of parking charge will indicate the conditions under which a vehicle will be removed (towed).

SEC. 8-61.8. DISPUTE RESOLUTION PROCEDURE FOR CONTESTED PARKING CHARGES.

- A. Every private parking operator issuing notices of parking charges shall establish a written dispute resolution policy for contested parking charges. A copy of the current policy shall first be approved by the Director and included in the registration. Every such policy shall contain the provision that allows the business or property owner who has issued the notice of parking fee, or authorized notices to be issued, to cancel the notice and parking fee at any time for any reason. The availability of this cancellation remedy shall be

printed on every notice with phone numbers of the private parking operator or the business/property owner of the private parking facility.

- B. A person may request an initial review of the notice by the private parking operator within a timeframe specified in the dispute resolution procedure. There shall be no charge for this review. If, following the initial review, the private parking operator is satisfied that the violation did not occur, that the registered owner was not responsible for the violation, or that extenuating circumstances make dismissal of the parking charge appropriate in the interest of justice, the private parking operator shall cancel the notice of parking charge or notice of delinquent parking charge. If following that review, cancellation of the notice does not occur, the private parking operator shall include a reason for that denial, notification of the ability to request an administrative hearing, and notice of the procedure for waiving prepayment of the parking penalty based upon an inability to pay.
- C. If the person is dissatisfied with the result of the initial review, the person may request an administrative hearing of the parking charge in accordance with the approved dispute resolution procedure.
- D. The administrative hearing process shall include the following:
 - 1. The person requesting a hearing shall have the choice of a hearing by mail or in person. An in-person hearing shall be conducted within the boundaries of the City of Oxnard.
 - 2. If the person requesting the hearing is a minor, that person shall be permitted to appear at a hearing or admit responsibility for the parking charge without the necessity of the appointment of a guardian. The processing agency may proceed against the minor in the same manner as against an adult.
 - 3. The administrative hearing shall be conducted in accordance with written procedures established by the private parking operator and as on file with the Director. The hearing shall provide an independent, objective, fair, and impartial review of contested parking violations.
 - 4. (A) The private parking operator's governing body or chief executive officer shall appoint or contract with qualified examiners or administrative hearing providers that employ qualified examiners to conduct the administrative hearings. Examiners shall demonstrate those qualifications, training and objectivity necessary to conduct a fair and impartial review. An examiner shall not be employed, managed, or controlled by a person whose primary duties are parking enforcement or parking citation, collection, or issuance. The examiner shall be separate and independent from the parking charge collection or processing function. An examiner's continued employment, performance evaluation, compensation, and benefits shall not, directly or indirectly, be linked to the amount of parking charges collected by the examiner.

- (B) Examiners shall have a minimum of 20 hours of training. Training may be provided through (i) an accredited college or university, (ii) a program conducted by the Commission on Peace Officer Standards and Training, (iii) American Arbitration Association or (iv) any program approved by the Director.
5. The examiner's decision following the administrative hearing shall include a written reason for that denial.
6. The examiner or private parking operator may, at any stage of the initial review or the administrative hearing process, and consistent with the written guidelines established by the private parking operator, allow payment of the parking charge in installments, or the private parking operator may allow for deferred payment, if the person provides evidence satisfactory to the examiner or the private parking operator of an inability to pay the parking penalty in full.

SEC. 8-61.9. PROHIBITED BUSINESS PRACTICES.

- A. No private parking operator shall utilize the Denver Boot or other similar device that is attached to the vehicle and which immobilizes the vehicle.
- B. No person shall report, or threaten to report, an unpaid notice of a parking charge to a credit bureau or a collection agency unless a small claims court or other judicial proceeding has established the debt. No person shall take any action or threaten to take any action to collect or contact with another person who takes or threatens to take any action to collect an unpaid notice of parking charge other than to seek establishment of the debt in a small claims court or other judicial proceeding.
- C. No private parking operator shall pay any employee or independent contractor a salary or fee that is in any way based on the number of notices of private parking charges being issued.
- D. The owner or operator of an Off-Street Parking Facility shall not file with, or transmit to, the Department of Motor Vehicles a parking fee invoice for the purpose of having the Department of Motor Vehicles attempt to collect unpaid parking fees by refusing to issue or renew a license pursuant to California Vehicle Code Section 12808.1 or refusing to renew the registration of a vehicle pursuant to Section 4760.

SEC. 8-61.10. AREAS OF APPLICABILITY.

This article shall apply to all areas within the City of Oxnard meeting the definition of Off Street Parking Facility as per Section 8-61.2

SEC. 8-61.11. REVOCATION.

The Community Development Director shall have the right to conduct periodic inspections and review to determine if an off-street parking facility, owner, and its private parking operator, are in

full compliance with this division and/or any other federal, state, or local law. If any violation is found, the Community Development Director shall have the right to issue one (1) warning, and if found out of compliance within 60 days, the right to off-street parking facility's ability to issue notice of parking charges and mail-in parking fees in their respective lots may be revoked.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this Ordinance, and certified copy of the Ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the Ordinance.

Section 6. The City Clerk shall certify as to the adoption of this Ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Gov. Code Section 36933. Ordinance No. 3063 was first read on June 26, 2025, and finally adopted on July 15, 2025 to become effective thirty days thereafter.

PASSED AND ADOPTED this 15th day of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5

DATE: July 15, 2025

TO: Housing Authority

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Policy, Portfolio Guidelines, and Investment Delegation for the Housing Authority of the City of Oxnard.

RECOMMENDATION

That the Oxnard Housing Authority Board of Commissioners adopt a resolution approving an investment policy and investment portfolio guidelines for the Housing Authority of the City of Oxnard, and delegating investment authority to the Housing Finance Officer for Fiscal Year 2025-2026.

(The Finance and Governance Committee approved 3-0 on June 24, 2025.)

BACKGROUND

The Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing agencies (PHAs). Furthermore, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code (CGC) sections 5922 and 53600 et seq.. Agencies may only invest in instruments specified by HUD and State law.

HUD's Annual Contributions Contract with PHAs and CGC Section 53607 establish that the Board of Commissioners of the Housing Authority of the City of Oxnard (Board) may delegate its authority to invest or to reinvest surplus monies not required for immediate necessities of the PHA, for a one-year period.

The Fiscal Year 2024-2025 Housing Authority of the City of Oxnard (OHA) Investment Policy, including delegating the investment authority to the Housing Finance Office, and Portfolio Guidelines, was approved by the Board on May 28, 2024. Per the FY 24-25 Investment Policy, the policy is to be reviewed and adopted annually by the Board. The requirement to review and adopt an investment policy annually was in alignment with CGC Section 53646, which was amended in 2004 to eliminate this as a requirement; however, as amended, CGC Section 53646 encourages local agencies to continue taking the formerly mandated actions.

The Investment Policy governs investment of funds, including funds on deposit. HUD defines "funds on deposit" as:

1. Funds for current transactions
2. Capital or development funds
3. Funds exceeding daily requirements
4. Operation reserve funds

In addition, and consistent with the HUD regulations, CGC, the Housing Authorities Law (California Health and Safety Code Sections 34200 et seq.), and OHA Resolution 1308, the OHA investment policy includes a "delegation of authority" to the Housing Finance Officer (HFO). With this delegation, the HFO is authorized to invest surplus monies within the

parameters of the OHA's Investment Policy and consistent with the OHA Investment Guidelines.

Per the City of Oxnard job requirements, the Housing Finance Officer provides management and fiscal analysis and oversight to support programs, projects, executive staff, and elected officials. The Housing Finance Officer is responsible for managing the City's housing authority programs. Work involves making interpretive decisions on behalf of the organization regarding the means for executing organizational goals. Reviews, prepares, and submits a variety of reports, statements, regulatory documents, policies, procedures, analyzes information and recommends and implements decisions and processes. Represents the City on matters of policy and regulation; develops, implements and monitors policies and procedures; manages budgets.

In recent history, the OHA has invested excess cash utilizing a combination of in-house efforts and an outside agent (LAIF), which is permitted by the HUD and State law. The market value of the OHA's pooled investment fund as of May 31, 2025, is \$22,403,073.56. This value does not include interest earned from April 1, 2025, through May 31, 2025, because quarterly interest earned is applied to the LAIF account mid-July 2025.

DISCUSSION

The Board has approved an annual investment policy, inclusive of a delegation of authority to the HFO, and investment guidelines for many years. After review of OHA's FY 24-25 policy, as well as review of other jurisdictions' Housing Authority investment policies and various publications concerning this topic, staff proposes updates for the FY 25-26 Investment Policy and Investment Portfolio Guidelines. Consistent with CGC Section 53646, any changes to the policy shall be considered by the legislative body at a public meeting.

As of May 31, 2025, the OHA has \$22M to invest. On average, the HFO transacts three times a year. The monthly and quarterly reports, as required by the FY 24-25 Investment Policy, are available on the Housing website (<https://www.oxnard.gov/housing>).

Resolution and Investment Policy (incorporated as Attachment A to the Board Resolution

The following highlights of the recommended revisions:

1. Updated references to all applicable California Government Code Sections, and added references to the most recent Oxnard Housing Authority resolution pertaining to delegation of authority and investment duties.
2. Section 1.0 updated to reference all applicable California Government Code Sections. In addition, the language pertaining to delegation of authority was moved to section (5.0) Delegation of Authority and language pertaining to reporting was moved to section (13.0) Reporting.
3. Section 2.0 was updated to remove language pertaining to bonds because the Housing Authority does not issue bonds.
4. Section 3.1 updated "prudent person" to "prudent investor".
5. Sections 5.0, 8.0, 8.8, 10.0 were updated to reference the most recent California Government Code Sections, as applicable.
6. Section 5.0 was updated to reference the most recent California Government Code Section, removed outdated HUD reference, and removed redundant language. In addition, added a reference to the Investment Guidelines which are contained in Attachment B of the Resolution document.
7. Section 6.0 was revised to add the Housing Director.
8. Section 7.1 was revised to clarify that broker/dealers the Housing Authority chooses to conduct business with must be among the authorized institutions approved by the City.
9. Section 11.0 and 11.1 updated to align with the City of Oxnard's Investment Policies regarding diversifying the investment portfolio in a manner that minimizes risk, which is consistent with HUD regulations and California Government Code.
10. Section 12 was updated to remove Section 12.1 Investment Review Committee. The Committee was originally established when the Housing Authority had a larger investment portfolio and multiple transactions were completed by the HFO. Due to the decrease in federal funding over the years, the surplus cash available has decreased and transactions are limited to around three transactions in a given year. Section 12.2 was renumbered to Section 12.1 and section 12.3 was renumbered to section 12.2 In addition, under Section 12.2 language was added to clarify that the investment portfolio is part of the annual financial audit.

11. Sections 13.0 through 13.2, consistent with CGC 53646 (b)(1), removed the requirement for quarterly reports. In addition to no longer being required by the CGC, the HA does not transact often and has a limited amount of funds to invest. Added language regarding monthly transaction reports and clarified that the investment portfolio is part of the HA's annual financial audit.
12. Added a new Section, 14.0 Investment Policy Adoption, to incorporate the language originally located in Section 1.0 regarding investment policy adoption.

Investment Portfolio Guidelines (incorporated as Attachment B of the Board Resolution)

The following revisions are recommended:

1. Section 3.0 was revised to clarify that the Board approves the Investment Policy that is developed by the Housing Finance Officer.
2. Section 3.2 was revised to remove language regarding the use of a pre-formatted wire transfer because it is not applicable to online banking transactions.
3. Section 4.1 added language regarding five-year maximum maturity as prescribed under CGC 53601 and regarding requirement of Board approval for a permissible security that exceeds this limitation.
4. Section 4.2 updated to reflect most recent FDIC insurance maximums for Time Certificates of Deposit.
5. Section 5.0 updated the workflow of investment transactions to reflect current Housing Authority procedures.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on June 24, 2025.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Redline PDF - Investment
2. Attachment 2 - FY 25_26 Investment Policy and Portfolio Guidelines

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF OXNARD APPROVING ~~ADOPTION OF AN~~
INVESTMENT POLICY AND INVESTMENT PORTFOLIO GUIDELINES FOR THE
HOUSING AUTHORITY OF THE CITY OF OXNARD, AND DELEGATING INVESTMENT
AUTHORITY TO THE HOUSING FINANCE OFFICER, FOR FISCAL YEAR ~~2024-2025-~~
2026

- I. WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and
- II. WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6 and 53630.1); and
- III. WHEREAS, the legislative body of the Housing Authority of the City of Oxnard (Authority) may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53600 et seq.; and
- IV. WHEREAS, pursuant to California Health and Safety Code Sections 34278 and 34280, Authority Resolution 1308 has designated the City Manager as Authority Secretary and Treasurer, with the authority to delegate any of the Secretary's duties; and
- V. WHEREAS, the Secretary has delegated the duty to invest Authority funds to the Housing Finance Officer ~~of;~~ and
- ~~IV.~~ VI. WHEREAS, the Housing ~~Authority Finance Officer~~ of the ~~City of Oxnard (Authority)~~ is ~~required~~ encouraged to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting ~~[(California Government Code Section 53646(a)(b));];~~ and
- ~~V.~~ VII. WHEREAS, the Board of Commissioners of the Authority ("Board") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

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NOW THEREFORE, the Board hereby adopts the Investment Policy of the Housing Authority of the City of Oxnard, which is attached hereto as Attachment A and incorporated herein by this reference, and delegates investment authority for fiscal year 2025-2026 to the Housing Finance Officer. The Board also adopts the Investment Portfolio Guidelines dated July 1, 2024~~2025~~, which are attached hereto as Attachment B and incorporated herein by this reference.

APPROVED AND ADOPTED on this ~~18th day~~ _____ of July, 2025~~June, 2024~~ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

~~John C. Zaragoza~~Luis A. Mc Arthur,
Chairman

ATTEST:

~~Rose Chaparro~~Lourdes A. López, Secretary
Designate

Approved as to form:

Housing Resolution No.

Page **3** of **11**

Stephen M. Fischer, General Counsel

Attachment A

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT POLICY

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities.

The Legislature of the State of California (CGC 53600.6 and CGC 53630.1) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority (Board) may invest surplus ~~moneys~~monies not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53600 et seq. ~~The authority of the Board to invest or to reinvest funds, or to sell or exchange securities so purchased, may be delegated for a one year period by the Board to the Housing Finance Officer~~

~~This policy is intended to provide guidelines for the prudent investment of the Authority, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, funds and shall make a monthly report of those transactions to the Board. Subject to review, the Board may renew the delegation of authority pursuant to this section each year. The Housing Finance Officer to enhance the economic status of the Authority shall annually prepare and submit a statement of investment policy and such while protecting its pooled cash. Funds will be invested in accordance with this policy, and any changes thereto shall be considered by the Board at a public meeting, and with applicable sections of the California Government Code.~~

The policy ~~of the Authority~~ is to invest funds in a manner which will provide ~~the highest investment return with:~~ (i) the maximum security while meeting; (ii) the funds necessary to meet the daily cash flow demands of the Authority; and (iii) the highest investment return while conforming to all statutes governing the investment of the Authority funds within the constraints of this Investment Policy.

Pursuant to California Health and Safety Code section 34278(a), the Board has designated the City Manager to serve as Secretary of the Authority funds, and assigned various duties to the Secretary, including serving as the Treasurer of the Authority. Pursuant to California Health and Safety Code Section 34280, the Secretary may delegate investment duties to the Housing Finance Officer, the Board has authorized the Secretary to delegate any of the Secretary's duties to any person at the Secretary's discretion. The Secretary has delegated the duty to invest Authority funds to the Housing Finance Officer.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund.

This policy ~~is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are~~does not ~~included in the Housing Finance Officer's quarterly report of the pooled investment fund. The~~include employee's retirement ~~and,~~ deferred compensation funds ~~are also not included, nor proceeds of bonds.~~

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent ~~person~~investor' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due ~~diligences~~diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. ~~The~~As specified in CGC §53600.5, the Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one day's notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from ~~Section 401 (E) of the HUD/PHA Annual Contributions Contract,~~ the Housing Authorities Law (California Health and Safety Code Sections 34200 et seq., and California Government Code Sections 53607, 53600 et seq.. Management responsibility for the investment program is hereby delegated for a one-year period by the Board via resolution, to the Housing Finance Officer, who shall ~~establish written procedures for the operation of the investment~~ ensure that the program ~~consistent~~ operates in accordance with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to

~~persons responsible for investment transactions. the guidelines and internal controls established in the Investment Guidelines (Attachment B).~~

No person may engage in an investment transaction except as provided under the terms of this ~~policy~~Investment Policy and the ~~procedures established by the Housing Finance Officer~~Investment Guidelines. The Housing Finance Officer shall be responsible for all transactions undertaken ~~and shall establish a system of controls to regulate the activities of the investment committee~~. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer and Housing Director shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy, and be among the authorized institutions approved by the City ~~Treasurer~~.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund (LAIF). The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section ~~53607~~53600 et seq.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as LAIF, or pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 ~~above~~ above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 ~~above~~ above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state-chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section (See special limits and qualifications in HUD Notice PIH ~~1999-48, and CGC536072002-13, and California Government Code Section 53601~~).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 ~~above~~ above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS (Separate Trading of Registered Interest and Principal of Securities).

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third-party custodian designated by the Housing Finance Officer: (California Government Code Section 53601). Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

~~In an effort~~ Portfolio diversification is employed to ~~reduce~~ minimize the risks present in the investment portfolio ~~risk while attaining market average rates, the Authority's. No individual~~

~~investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio will be suitably diversified by type and institution.~~

~~11.1 With the exception of U. S. Treasury securities and authorized pools. To promote diversification, no more than 505 percent of the total portfolio will may be invested in a single the securities of any one issuer, regardless of security type.; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.~~

11.1 Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

~~A system of internal controls will be maintained~~The Housing Finance Officer will maintain a control structure to assure compliance with Federal and State regulations, Board direction, and prudent cash management procedures.

~~12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.~~

~~12.2 Investment Portfolio Guidelines:~~12.1 Investment Portfolio Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment B)).

~~12.3 Annual Audit:~~2 The ~~Authority~~Investment portfolio is included in the Independent Auditors' scope of examination ~~during testing offor~~ the Authority's annual financial ~~management at the annual~~ audit.

13.0 REPORTING

~~The Per Government Code Section 53607 the~~ Housing Finance Officer (treasurer of the local agency) shall ~~provide investment information~~make a monthly report of transactions to the Board.

~~13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Housing Commission. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available~~Commissioners.

~~13.2 Annual Report:~~ 14.0 INVESTMENT POLICY ADOPTION

This Investment Policy will may be presented annually, ~~following the close of the fiscal year or when changes to the policy are proposed~~, to the Board for approval. ~~Each of the four quarterly reports, which are submitted to the commission as briefing reports, will provide a detailed report of the current status of the portfolio.~~

Housing Resolution No.

Page **9** of **11**

Attachment B

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT PORTFOLIO GUIDELINES

July 1, ~~2024~~2025

1.0 INTRODUCTION

These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

2.0 ~~___~~ GENERAL FACTORS

Several factors must be considered in preparation for effective portfolio management.

2.1 ~~-~~Cash Forecast. The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.

2.2 ~~-~~Pooled Cash. Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.

~~2.3~~ ~~2.3~~ Authorized Institution. A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

3.0 INVESTMENT PROCEDURES

The ~~Board has approved the Investment Policy and the~~ Housing Finance Officer has developed ~~internal investment procedures~~ the subject Investment Guidelines to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

3.1-~~___~~ Investment Transactions. The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to the absence.

~~3.2~~ ~~-3.2~~ Wire Transfers. ~~The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only.~~ All wire transfers require an initiator plus an approval by an authorized employee.

~~3.3~~ ~~3.3~~ Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

4.0 INVESTMENT CRITERIA

All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.

4.1- Maturity of Investment. ~~Investments longer than one year may be made if consistent with To the extent possible, the Authority will attempt to match its investments with anticipated cash flow needs and related intent of holding until requirements. A five-year maximum maturity. Securities may be sold prior to maturity for cash flow purposes or applies to all permissible securities unless otherwise enhance the portfolio. If stated in the rating of any depository declines to an unacceptable level prior to California Government Code. A permissible security may exceed this limitation only if the maturity of an investment of Authority funds, Board has approved the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. Housing Finance Officer will determine such sales.~~

4.2- Certificate of Deposit Evaluation. Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of ~~\$100~~250,000, approved 100 percent collateral by clearly identified (not pooled) U. S. government securities shall be required ~~at for the percentage above market value excess~~ as specified by HUD Notice PIH 2002-13 ~~and CGC Section 53651 and 53652.~~

5.0- INTERNAL CONTROL OF INVESTMENTS

Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

5.1- The Housing Finance Officer initiates each investment transaction.

5.2- A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.

5.3- The journal entry is entered on a cash balance spread sheet by the Housing Accountant.

5.4- At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance. The portfolio balance is maintained independently by thea different Housing Accountant in the department.

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF THE CITY OF OXNARD APPROVING AN INVESTMENT POLICY AND
INVESTMENT PORTFOLIO GUIDELINES FOR THE HOUSING AUTHORITY OF THE
CITY OF OXNARD, AND DELEGATING INVESTMENT AUTHORITY TO THE HOUSING
FINANCE OFFICER, FOR FISCAL YEAR 2025-2026

- I. WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and
- II. WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6 and 53630.1); and
- III. WHEREAS, the legislative body of the Housing Authority of the City of Oxnard (Authority) may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 2002-13 and California Government Code sections 5922 and 53600 et seq.; and
- IV. WHEREAS, pursuant to California Health and Safety Code Sections 34278 and 34280, Authority Resolution 1308 has designated the City Manager as Authority Secretary and Treasurer, with the authority to delegate any of the Secretary's duties; and
- V. WHEREAS, the Secretary has delegated the duty to invest Authority funds to the Housing Finance Officer; and
- VI. WHEREAS, the Housing Finance Officer of the Authority is encouraged to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting (California Government Code Section 53646); and
- VII. WHEREAS, the Board of Commissioners of the Authority ("Board") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

///

///

NOW THEREFORE, the Board hereby adopts the Investment Policy of the Housing Authority of the City of Oxnard, which is attached hereto as Attachment A and incorporated herein by this reference, and delegates investment authority for fiscal year 2025-2026 to the Housing Finance Officer. The Board also adopts the Investment Portfolio Guidelines dated July 1, 2025, which are attached hereto as Attachment B and incorporated herein by this reference.

APPROVED AND ADOPTED on this _____ of July, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Chairman

ATTEST:

Lourdes A. López, Secretary Designate

Approved as to form:

Stephen M. Fischer, General Counsel

Attachment A

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT POLICY

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities.

The Legislature of the State of California (CGC 53600.6 and CGC 53630.1) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority (Board) may invest surplus monies not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53600 et seq.

This policy is intended to provide guidelines for the prudent investment of the Authority funds and to enhance the economic status of the Authority while protecting its pooled cash. Funds will be invested in accordance with this policy and with applicable sections of the California Government Code.

The policy is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the Authority; and (iii) the highest investment return while conforming to all statutes governing the investment of the Authority funds within the constraints of this Investment Policy.

Pursuant to California Health and Safety Code section 34278(a), the Board has designated the City Manager to serve as Secretary of the Authority, and assigned various duties to the Secretary, including serving as the Treasurer of the Authority. Pursuant to California Health and Safety Code Section 34280, the Secretary may delegate investment duties to the Housing Finance Officer, and the Board has authorized the Secretary to delegate any of the Secretary's duties to any person at the Secretary's discretion. The Secretary has delegated the duty to invest Authority funds to the Housing Finance Officer.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund.

This policy does not include employee's retirement, deferred compensation funds, nor proceeds of bonds.

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs,

not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent investor' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. As specified in CGC §53600.5, the Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one day's notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from the HUD/PHA Annual Contributions Contract, the Housing Authorities Law (California Health and Safety Code Sections 34200 et seq., and California Government Code Sections 53600 et seq.. Management responsibility for the investment program is hereby delegated for a one-year period by the Board via resolution, to the Housing Finance Officer, who shall ensure that the program operates in accordance with the guidelines and internal controls established in the Investment Guidelines (Attachment B).

No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the Investment Guidelines. The Housing Finance Officer shall be responsible for all transactions undertaken. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer and Housing Director shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy, and be among the authorized institutions approved by the City.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund (LAIF). The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53600 et seq.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as LAIF, or pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state-chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section (See special limits and qualifications in HUD Notice PIH 2002-13, and California Government Code Section 53601).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS (Separate Trading of Registered Interest and Principal of Securities).

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third-party custodian designated by the Housing Finance Officer (California Government Code Section 53601). Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

Portfolio diversification is employed to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

11.1 Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

The Housing Finance Officer will maintain a control structure to assure compliance with Federal and State regulations, Board direction, and prudent cash management procedures.

12.1 Investment Portfolio Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment B).

12.2 The Investment portfolio is included in the Independent Auditors' scope of examination for the Authority's annual financial audit.

13.0 REPORTING

Per Government Code Section 53607 the Housing Finance Officer (treasurer of the local agency) shall make a monthly report of transactions to the Board of Commissioners.

14.0 INVESTMENT POLICY ADOPTION

This Investment Policy may be presented annually, or when changes to the policy are proposed, to the Board for approval.

Attachment B

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT PORTFOLIO GUIDELINES

July 1, 2025

1.0 INTRODUCTION

These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

2.0 GENERAL FACTORS

Several factors must be considered in preparation for effective portfolio management.

2.1 Cash Forecast. The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.

2.2 Pooled Cash. Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.

2.3 Authorized Institution. A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

3.0 INVESTMENT PROCEDURES

The Board has approved the Investment Policy and the Housing Finance Officer has developed the subject Investment Guidelines to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

3.1 Investment Transactions. The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to the absence.

3.2 Wire Transfers. All wire transfers require an initiator plus an approval by an authorized employee.

3.3 Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

4.0 INVESTMENT CRITERIA

All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.

4.1 Maturity of Investment. To the extent possible, the Authority will attempt to match its investments with anticipated cash flow requirements. A five-year maximum maturity applies to all permissible securities unless otherwise stated in the California Government Code. A permissible security may exceed this limitation only if the Board has approved the investment.

4.2 Certificate of Deposit Evaluation. Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$250,000, 100 percent collateral by clearly identified (not pooled) U. S. government securities shall be required for the excess as specified by HUD Notice PIH 2002-13.

5.0 INTERNAL CONTROL OF INVESTMENTS

Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

5.1 The Housing Finance Officer initiates each investment transaction.

5.2 A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.

5.3 The journal entry is entered on a cash balance spread sheet by the Housing Accountant.

5.4 At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance. The portfolio balance is maintained independently by a different Housing Accountant in the department.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6

DATE: July 15, 2025
TO: City Council
FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org
SUBJECT: Adoption of the Tenant Anti-Harassment Ordinance.

RECOMMENDATION

That the City Council adopt Ordinance 3057 titled: ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

BACKGROUND

On April 29, 2025, the Oxnard City Council introduced and waived further reading of an ordinance adding Article III to Chapter 27 of the Oxnard City Code, which established tenant anti-harassment protections. The Oxnard City Council approved the introduction of the ordinance by a 6-1 vote.

The proposed ordinance was contingent on the approval of two additional full-time positions necessary for its implementation. On June 17, 2025, the Fiscal Year 2025-26 budget was adopted and included the requested positions, therefore, staff is returning to City Council for a second reading of the ordinance.

If adopted, the ordinance would become effective in thirty days.

STRATEGIC PRIORITIES

This agenda item supports the Quality-of-Life strategy. The purpose of the Quality-of-Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Adoption of the proposed ordinance will have an annual cost of approximately \$505,000, which was included in the FY 25-26 budget.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.

Prepared by: Brenda Lopez, Interim Housing Director

ATTACHMENTS

1. Attachment 1 - Ordinance No. 3057

2. Attachment 2 - April 29, 2025 Staff Report without attachments

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3057

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE
ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS

WHEREAS, a minority of landlords are reported to employ coercive tactics such as reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to conduct repairs required by law, in order to induce tenants to vacate their rent stabilized units; and

WHEREAS, several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances; and

WHEREAS, the City Council determines to adopt the proposed tenant anti-harassment protections ordinance intended to make it clear that an owner can't engage in harassment of any tenant of a residential rental housing unit; and

WHEREAS, specifically defining prohibited tenant harassment will help to put landlords and tenants on notice of their rights and obligations and may prevent harassment, including that which escalates to tenants being forced to move.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. A new Article III. – “Tenant Anti-Harassment Protections” is added to Chapter 27 of the City Code to read as follows:

“Article III – TENANT ANTI-HARASSMENT PROTECTIONS

27-40 TENANT HARASSMENT PROHIBITED.

No person renting out residential real property, including the owner of such real property or the owner's agent, property manager or representative, or master tenant renting to a subtenant shall, with respect to property used as a residential rental unit under any rental agreement or other tenancy or estate at will, however created, engage in harassment of any tenant of a residential rental housing unit.

27-41 DEFINITIONS.

A. Housing Service. Housing services include, but are not limited to, hot and cold water, heat, electricity, gas, refrigeration, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, effective waterproofing and weather protection, painting, and any other benefit,

privilege or facility that has been provided by the landlord to the tenant with use or occupancy of any rental housing unit. Services to a rental housing unit shall include a proportionate part of services provided to common facilities of the building in which the rental housing unit is contained.

B. Owner. An owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of any rental housing unit, or an agent, representative or successor of any of the foregoing.

C. Rental Housing Agreement. An agreement, oral or written or implied, between a landlord and tenant for use or occupancy of residential real property.

D. Tenant. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental housing unit.

27-42 PROHIBITION OF TENANT HARASSMENT.

A. Forms of harassment prohibited include, but are not limited to, the following conduct done with an intent to vex, annoy, injure, or intimidate a tenant:

1. A reduction or elimination of housing services as the term “housing service” is defined in this Article.

2. A reduction of maintenance or failure to perform and timely complete necessary repairs or maintenance as set forth by contract or by State, County or local housing, health or safety laws.

3. Abusing the right of access into a rental housing unit as established and limited by California Civil Code Section 1954. This includes:

(i) entries for pretextual inspections that are not related to necessary repairs or services;

(ii) entries or notices to enter that are excessive in number in violation of California Civil Code Section 1954;

(iii) entries that improperly target certain tenants or are used to collect evidence against the tenant for the purpose of finding a reason to terminate the tenant's tenancy;

(iv) entries that interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a rental housing unit that are beyond the scope of a lawful entry or inspection; or

(v) entries outside of normal business hours, which are defined as 7 AM to 7 PM, Monday through Friday, Saturdays 8 AM to 12 PM, except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry;

(vi) entries beyond the scope of an otherwise lawful entry.

4. Engaging in abusive conduct toward a tenant through the use of words which are offensive and inherently likely to provoke an immediate violent reaction.

5. Enticing a tenant to vacate a rental housing unit through an intentional misrepresentation(s) or the concealment of a material fact.

6. Threatening a tenant, by word or gesture, with physical harm.

7. Misrepresenting to a tenant that the tenant is required to vacate a rental housing unit.

8. Failing to exercise due diligence in performing and completing repairs to a rental housing unit after obtaining possession of the unit for the purpose of performing the repairs.

9. Engaging in an activity prohibited by federal, state or local law which prohibits housing discrimination on any basis including but not limited to sexual orientation, race, color, sex, ancestry, ethnic origin, national origin, religion, age, marital status, familial status, parenthood, pregnancy, disability, medical condition, occupancy by a minor child, or citizenship.

10. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to communications and conduct that are made in connection with actual pending litigation or litigation preparation, including any communications and conduct subject to Civil Code section 47 in conjunction with the "good faith" requirements stated in *Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal.4th 1232.

11. Engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit.

12. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties.

13. Engaging in any act or omission constituting a disturbance of a tenant's possession of rental premises, whereby the premises are rendered unfit for occupancy, or the tenant is deprived of the beneficial enjoyment of the premises.

14. Engaging in construction or renovations at a property that creates conditions designed to encourage any tenant to vacate their rental unit.

15. Prohibiting entry by the tenant into a tenant's unit absent a judicial order permitting repossession by the landlord.

16. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to

make any statement, representation, or certification concerning their immigration or citizenship status, or disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of any of the foregoing individuals.

17. Interfering with a tenant's right to privacy, including, but not limited to, using cameras to view the interior of a tenant's rental unit, requesting information regarding residency or citizenship status, or requesting a Social Security number, except as authorized by law.

18. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations or unions, or for engaging in other political activities.

19. Retaliating against or threatening a tenant for inquiring with, or seeking assistance from, a government or social services agency.

B. The conduct described in paragraph (A) of this section shall not include conduct intended to communicate ideas or beliefs to the public at large which has only an incidental effect upon a person or persons.

27-43 PENALTIES.

A. Criminal Prosecution. Violation of this Article is a misdemeanor and may be prosecuted as such by the City. Upon conviction, any violator shall be punished by a fine of not greater than one thousand dollars (\$1,000) or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment.

B. Civil Action for Damages. Any person, including the City, may enforce the provisions of this Article by means of a civil action. Any person or entity violating any of the provisions of this Article is liable for each and every such offense for actual damages suffered by the aggrieved party, or for statutory damages in the sum of ten thousand dollars (\$10,000.00), whichever is greater, and for punitive damages, and shall be liable for attorneys' fees and costs. Any person or entity violating any of the provisions of this section is liable for additional statutory damages in the sum of five thousand dollars (\$5,000.00) for each and every such offense if the aggrieved party is a senior citizen or disabled tenant when any of the harassing conduct occurred.

C. Injunctive Relief. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Article may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest harmed tenant or tenants.

D. Remedies Not Exclusive. The remedies provided in this Article are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties or procedures provided by law."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent

jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 3057 was first read on April 29, 2025, and finally adopted on July 15, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: April 29, 2025

TO: City Council

FROM: Brenda Lopez, Interim Housing Director, (805) 385-8092, brenda.lopez@oxnard.org

SUBJECT: Tenant Anti-Harassment Ordinance. (20 minutes)

RECOMMENDATION

That the City Council:

1. Review and approve the first reading by title only and waive further reading of the proposed ordinance titled: "ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS"; and
2. Authorize two full-time equivalent (FTE) positions, and the associated budget, as part of the Fiscal Year 2025-2026 Budget for implementation of the proposed ordinance.

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on March 25, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/nUFWdpBlq_I

BACKGROUND

Recently, there has been an increase in the number of cases reported against landlords who are employing coercive tactics in order to induce tenants to vacate their rent stabilized units. Rent stabilized units are subject to a limitation of annual rent increases, for specified properties to 4%.

Some of the reported tactics include: reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to complete repairs required by law. These tactics often force tenants to vacate their units, which in turn allows landlords to raise rents to market rate rent without abiding by the City's 4% rent caps, for applicable units, or going through the City's Fair Return Petition Process.

Several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances. It has been reported that the anti-harassment ordinances serve as a deterrent to illegal conduct and assist tenants in their legal defense against landlords who engage in such harassment.

In response to escalating reports of landlord harassment in Oxnard, Councilwoman Basua and Perez requested staff bring forth a Tenant Anti-Harassment Protections Ordinance for City Council's consideration. Housing staff engaged Mr. Stephen Lewis, Esq. (Mr. Lewis) to prepare a Tenant Anti-Harassment Protections Ordinance. The proposed ordinance incorporates best practices from the various jurisdictions consulted, continuing the City's moderate approach, while also ensuring the ordinance did not violate any constitutional protections or published appellate opinions.

On March 25, 2025 staff introduced a draft Tenant Anti-Harassment Protections Ordinance to the Community Services, Public Safety, Housing & Development Committee. At this meeting, staff received input from the Committee, public and

various community stakeholders. Although there were a number of changes requested, consensus was reached amongst the stakeholders and Committee Members for two (2) changes, which are further described below.

DISCUSSION

The March 25, 2025 Committee staff report, without attachments, is included as Attachment 3. That report should be read in conjunction with this staff report.

The proposed ordinance prohibits harassment by residential landlords and identifies specific acts and omissions by landlords that constitute prohibited harassment. Violations under the ordinance are a misdemeanor and may be criminally prosecuted by the City. Based on the experience of other jurisdictions with similar ordinances, only the most egregious cases are prosecuted as violations of tenant anti-harassment laws. The ordinance also allows an aggrieved tenant, the City, or an organization to pursue civil action for damages and the recovery of attorney fees. The ordinance would apply citywide to all residential tenancies within the City. A copy of the proposed ordinance is attached to this report (Attachments 1 and 2).

For the ordinance to be effective it would require at least two staff positions, which are discussed in more detail later in this report. The two positions associated with this ordinance will be included for Council consideration of the FY 25-26 budget. Therefore, if the ordinance is approved on April 29th, the ordinance will not come before the Council for adoption until after consideration of the FY 25-26 budget. An ordinance does not go into effect until 30 days after adoption. This means, at the earliest this ordinance would not be effective until at least the end of July.

During the Committee meeting several comments were received and ultimately, consensus was reached and the Committee recommended two (2) changes to the proposed ordinance, as outlined below:

1. Section 27-42(A)(3) addresses an owner's right to access a rental unit. A request was made to add language specifying the hours during which entry is permitted. In response and in collaboration with community stakeholders, staff proposes adding the following subsection:

(v) "entries outside of normal business hours, which are defined as 7 AM to 7 PM, Monday through Friday, Saturdays 8 AM to 12 PM, except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry."

2. Section 27-42 (A)(10) was amended to clarify "good faith":

"...This subsection shall not apply to communications and conduct that are made in connection with actual pending litigation or litigation preparation, including any communications and conduct subject to Civil Code section 47 in conjunction with the "good faith" requirements stated in *Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal.4th 1232."

Implementation of the Tenant Anti-Harassment Ordinance

In preparation for implementing the proposed ordinance, staff reviewed over a dozen anti-harassment laws to better understand the staffing, budget and outcomes associated with the implementation of their respective laws. Based on this research, staff recommends an approach in alignment with the City of Santa Monica, which is a standalone anti-harassment ordinance so it will cover all residential tenancies within the City.

The City of Santa Monica's Tenant Harassment Ordinance applies to the 33,505 renters as identified in their Housing Element, as compared to an estimated 22,327 housing units in Oxnard that the proposed ordinance would apply to.

The City of Santa Monica receives approximately 200 complaints a year and on average 5-10 of those result in litigation. Each of those complaints warrants a thorough investigation which often results in substantial staff time needed to prepare these cases prior to the City Attorney's office receiving them. Santa's Monica's ordinance is administered by the City Attorney's - Consumer Protection Unit, which is staffed by five lawyers, two investigators and support staff.

Adoption of a Tenant Anti-Harassment Protections Ordinance would be ineffective without adequate staffing and resources to enforce the ordinance. Based on research with other cities, to launch a citywide program at least two (2) positions are necessary: one (1) partially dedicated Assistant City Attorney and one (1) fully dedicated Housing Investigator.

Enforcement of the proposed ordinance is contingent upon City Council approval of the additional staffing necessary for its implementation. Therefore, if the ordinance is approved on April 29th, the proposed ordinance would return to the City Council for consideration of adoption after the FY 25-26 budget is adopted.

The Assistant City Attorney would conduct legal research, prepare opinions and regulations, prosecute civil or criminal violations related to the Tenant Anti-Harassment Protections Ordinance and other municipal codes, and represent the city in a variety of litigation. The current salary range for an Assistant City Attorney is: \$156,976.56 - \$216,831.68.

The Housing Investigator would investigate tenant complaints, conduct research, interview witnesses, prepare reports and make referrals for criminal prosecution, civil litigation or to non-profits organizations. The current salary range for a Housing Investigator is: \$59,839 - \$113,367.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

Adoption of the proposed ordinance will have a new fiscal impact on the General Fund. An annual budget of approximately \$505,000 is needed to support the two positions, budgeted at mid-range of the salaries, including benefits and fixed charges such as workers compensation, liabilities, unfunded liabilities, etc.

COMMITTEE OUTCOME

On March 25, 2025 staff introduced a draft Tenant Anti-Harassment Protections Ordinance to the Community Services, Public Safety, Housing & Development Committee. Written comments regarding this item were received from the Law Office of Barbara Macri-Ortiz and CAUSE. At this meeting, staff also received input from the Committee, public and various community stakeholders including property owners and managers, and real estate association professionals. Based on the consensus received, staff amended the draft ordinance as described within this staff report. The Community Services, Public Safety, Housing & Development Committee approved the ordinance as amended, 3-0 on March 25, 2025.

Prepared by: Albert Ramirez, Assistant Housing Director

ATTACHMENTS

1. Attachment 1 - Redline Tenant Anti-Harassment Ordinance
2. Attachment 2 - Clean Tenant Anti-Harassment Ordinance
3. Attachment 3 - Committee Staff Report
4. Attachment 4 - Comment Letters
5. Attachment 5 - PowerPoint Presentation



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: July 15, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Annual Purchase Orders with Astra Backflow, Inc. for Backflow Equipment and Supplies.

RECOMMENDATION

The City Council approve and authorize the Purchasing Agent to execute annual purchase orders with Astra Backflow, Inc. (Astra) for an initial term of one year from July 1, 2025, to June 30, 2026, with an option for four consecutive one-year period extensions ending June 30, 2030, for a total contract amount not to exceed \$860,000 for backflow equipment and supplies.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

BACKGROUND

All potable water systems are required to follow the cross-connection protection mandates under the State Water Resources Control Board Cross-Connection Control Policy Handbook (State's Handbook). The Water Division has implemented a Cross-Connection Control Program, in compliance with State requirements, which utilizes backflow prevention assemblies to protect the City's water distribution system. The assemblies prevent water that has been delivered to a customer through a water meter from re-entering the cityside of the system, thus protecting the City's system from contamination and pollution.

The Water Division currently manages the state-mandated testing compliance on over 11,156 backflow devices. In January 2021, the Water Division started maintaining approximately 673 City-owned backflow devices. This required the Water Division to seek funding and backflow-specific vendors to have the ability to purchase backflow equipment, parts and supplies for repair and replacement of City-owned backflow devices located throughout the City.

The State's Handbook specifies that all backflow assemblies must be tested at the time of installation, annually, after repairs, and after relocation. Customers who are required to have backflow devices, receive annual notices from the City with a testing due date. On July 1, 2025, the State's Handbook is set to require that all backflow assemblies that fail the field test are repaired or replaced by the backflow assembly owner within 30 days of notification of the failure.

Each fiscal year, departments and divisions require a quick and efficient method to procure goods required to accomplish their mission. As allowed by the City's Purchasing Policy, a Blanket Purchase Order (BPO) is an agreement established with a vendor to fill repetitive needs for goods such as backflow equipment and supplies. The BPO utilizes the City's full buying power by taking advantage of quantity discounts, while also saving administrative time and reducing paperwork. BPOs can be executed with an aggregate value of \$220,000, which is within the City Manager or its designee authority per the Purchasing Policy.

There is currently one vendor providing backflow equipment and supplies set up through an informal bid solicitation. The following summarizes recent Water specific purchase order information:

Vendor Name	Purchase Order	Purchase Order Start Date	Purchase Order End Date	NTE Value for Water (6083607)	Spent
Astra Backflow, Inc. (Informal Bid)	22500252	7/29/2024	6/30/2025	\$100,000	\$87,843
Astra Backflow, Inc. (Informal Bid)	22400920	4/29/2024	6/30/2024	\$45,000	\$41,357
Famcon Pipe & Supply (Citywide BPO)	22400057	7/01/2024	6/30/2024	\$31,230	\$30,641
Famcon Pipe & Supply (Citywide BPO)	8842	10/31/2022	6/30/2023	\$44,800	\$12,100
Ferguson US Holding (Citywide BPO)	8841	10/31/2022	6/30/2023	\$38,300	\$0.00
Famcon Pipe & Supply (RFB 22-42)	8463	1/18/2022	10/31/2022	\$200,000	\$26,009
Ferguson US Holding (RFB 22-42)	8464	1/18/2022	10/31/2022	\$200,000	\$4,545

Staff recommends a not-to-exceed (NTE) annual amount greater than before for the purchase orders to allow for potential price increases, due to the uncertainties around tariffs and to address a backlog of City-owned devices requiring testing. To provide for better efficiency and to ensure compliance with State regulations, in 2021, the Water Division began maintaining City-owned devices and billing the respective division or department. Starting on July 1, 2025, the State's Handbook requires that all backflow assemblies that fail the field test are to be repaired or replaced within 30 days of notification of the failure. The cost of which will be borne by the owner of the device.

DISCUSSION

On March 3, 2025, the City issued a Request for Bid (RFB) PW 25-99 to solicit bids from vendors for backflow equipment, parts and supplies. The RFB was posted on the City's website and PublicPurchase.com. The following three vendors submitted bids by the closing date, March 24, 2025:

1. Astra Backflow, Inc. for a total bid amount of \$6,571.43
2. Famcon Pipe & Supply, Inc. for a total bid amount of \$7,827.34
3. Ferguson Waterworks for a total bid amount of \$9,824.83

Upon a full evaluation by the City's Purchasing Division of the submitted bids, Astra Backflow, Inc. meets all required City contractual provisions. Based upon the available information, historical spending and research performed to date, staff believes that this vendor is capable of satisfactorily meeting the needs of the City.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost of the purchase orders with Astra Backflow, Inc. shall not exceed \$860,000 if all term options are fully utilized. The funding for FY 2025-26 has been programmed in the Water Operating Fund (601) in the Fiscal Year 2025-26 Proposed Budget for City Council's consideration. Funding for subsequent fiscal years will be requested during the annual budget process. The estimated spending plan per fiscal year is as follows:

Estimated Spending Plan						
Account	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	TOTAL
6013607-52400	\$125,000	\$135,000	\$145,000	\$155,000	\$165,000	\$725,000
6013605-52400	\$10,000	\$13,000	\$16,000	\$19,000	\$21,000	\$79,000
6013600-52400	\$8,000	\$9,000	\$11,000	\$13,000	\$15,000	\$56,000
TOTAL	\$143,000	\$157,000	\$172,000	\$187,000	\$201,000	\$860,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 24, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director

ATTACHMENTS

1. Prior Year Pricing

VENDOR NAME: Astra Backflow Inc				DATE: 03/28/24					
WATER EQUIPMENT AND SUPPLIES (PRICING TO BE VALID THROUGH JUNE 30, 2024)									
SIZE	BRAND	SERIES	ITEM DESCRIPTION	PART NO.	UNIT PRICE FOR QTY 1 (excludes shipping & taxes)	BULK DISCOUNT AVAILABLE? IF YES, QUALIFYING QTY AND % OFF		IN STOCK FOR SAME DAY PICK UP? Y/N	IF NOT IN STOCK, AVAILABLE WITH IN 48 HOURS? Y/N
EXAMPLE - Wheelbarrow				AAA-BBB-CC	\$99.99	Qty 10	5% off	Yes	Yes
EXAMPLE - Pressure Washer 2900 PSI				DDD-EEE-FFF	\$500.00	N/A	N/A	No	No
1"	Zurn Wilkins	975XL2	Total Repair Kit (Springs, Seats, Poppets)	RK34 - 975XLC	\$ 107.80	QTY 10	5 % OFF	Y	Y
2"	Zurn Wilkins	975XL2	Total Repair Kit (Springs, Seats, Poppets)	RK114 - 975XLC	\$ 163.90	QTY 10	5 % OFF	Y	Y
1"	Zurn Wilkins	950XL2	Complete Repair Kit (Springs and Poppets)	RK34 - 950XLC	\$ 48.80	QTY 10	5 % OFF	Y	Y
2"	Zurn Wilkins	950XL2	Total Repair Kit (Springs and Poppets)	RK114 - 950XLC	\$ 84.70	QTY 10	5 % OFF	Y	Y
1"	Zurn Wilkins	375XL	Complete Repair Kit (Checks and Relief Valve)	RK34 - 975XLC	\$ 36.30	QTY 10	5 % OFF	Y	Y
2"	Zurn Wilkins	375XL	Complete Repair Kit (Checks and Relief Valve)	RK114 - 375	\$ 148.50	QTY 10	5 % OFF	Y	Y
2.5"	Zurn Wilkins	375	Complete Relief Valve Repair Kit (Springs, Rubber Hard Parts)	RK212 - 375	\$ 95.15	QTY 10	5 % OFF	Y	Y
4"	Zurn Wilkins	375	#2 Check Assembly w/ Retainer Clip	RK4 - 350CK2	\$ 337.15	QTY 5	5 % OFF	Y	Y
4"	Zurn Wilkins	375AST	1st Check Assembly w/ Retainer Clip	RK4 - 375ASTCK1	\$ 399.85	QTY 5	5 % OFF	Y	Y
4"	Zurn Wilkins	375AST	2nd Check Assembly w/ Retainer Clip	RK4 - 350ASTCK2	\$ 337.15	QTY 5	5 % OFF	Y	Y
2"	Zurn Wilkins		Tapped Lead Free Ball Valve	2 - 850XL	\$ 280.00	QTY 5	5 % OFF	Y	Y
2"	Zurn Wilkins		Non - Tapped Lead Free Ball Valve	2 - 850XL	\$ 240.00	QTY 5	5 % OFF	Y	Y
1.5"	Zurn Wilkins		975XL2 RP Lead Free		\$ 800.00	QTY 10	5 % OFF	Y	Y
3"	Zurn Wilkins		375AST (OS&Y) RP Lead Free		\$ 2400.00	QTY 5	5 % OFF	Y	Y
2"	Febco	825Y	Complete Repair Kit (Poppets, Springs, Total RV Kit)	RK 825Y112 - 2	\$ 100.43	QTY 10	5 % OFF	Y	Y
2"	Febco	825YA	Complete Repair Kit (Poppets, Springs, Total RV Kit)	RK 825Y112 - 2	\$ 100.43	QTY 10	5 % OFF	Y	Y
2"	Febco	LF860	Full Relief Valve Module Kit (Seat Ring, Diaphragm, Small and Large Piston)	905354	\$ 184.80	QTY 10	5 % OFF	Y	Y
2"	Watts	009	Total Repair Kit	887284	\$ 400.00	QTY 10	5 % OFF	Y	Y
			Delivery Charge		\$ Zero				
			Other Costs (List)		\$ Zero				
			Total Bid Amount		\$ 6264.56				
General Percentage Discount Price (off list price) for items not shown							Discount %	Discount	
							45 % OFF	5 % OFF	
Exact quantities may vary and may be increased or decreased to meet the agency's requirements. No minimum is guaranteed.									



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.8

DATE: July 15, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Project Agreement 32600023 with BSN Construction Inc. for Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an Agreement with BSN Construction Inc., in the amount of \$504,768 for the Project and approve a Project contingency amount of \$50,477 (~10%) for a total not to exceed value of \$555,245 for the Project.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

BACKGROUND

Underground water main and service lateral leaks typically require removal of paving or sidewalk panels to make repairs. Once the underground utility work is performed, Water staff members install temporary material (e.g. cold patch) to allow for the roadway (or sidewalk) to be used safely until such time a cost-effective more permanent repair can be made. This ultimately results in the need to install small, approximately six-foot by six-foot, patches. The Water Division does not currently have the equipment or materials to make permanent repairs and instead installs temporary pavement as noted before. Nor would it be an efficient use of time or resources for the Water staff to conduct pavement repairs instead of working on the water infrastructure given the current staffing model. Temporary patches are grouped together and bid out for permanent repair to gain the greatest advantage of economies of scale when bidding. Additionally, the quantity of work required to repair active locations would exceed the Force Account limit for in-house projects, which is another reason to solicit bids for this work.

This project consists of 145 patches, approximately 4,886 total square feet, at different locations throughout the City. The scope of work includes furnishing all labor, materials, equipment, and other incidentals to provide concrete and asphalt repair and street striping services.

DISCUSSION

The Notice Inviting Formal Bids (NIFB) of this project was published on May 8, 2025. Publication included the local newspaper and multiple online platforms, in addition to being directly distributed to 33 contractors who have registered with the City to be notified of Public Project bids within their license category. All bids were opened on May 28, 2025, and the City received the following bids:

BSN Construction Inc.: \$504,768
ADA General Eng. Inc.: \$516,907
Toro Enterprises, Inc.: \$576,607

Procurement staff reviewed all bids and documentation and determined BSN Construction Inc. is the lowest responsive bidder. Procurement staff verified possession of required, currently valid licenses, reviewed the federal Occupational

Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Based upon the available information and research performed to date, staff believes that the contractor is capable of satisfactorily completing the project. Thus, staff recommends that the City Council award the contract for this Project to BSN Construction Inc.

This construction contract shall be completed before expiration of ninety (90) working days after the issuance of the Notice to Proceed (NTP).

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply, and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with BSN Construction Inc. shall not exceed \$555,245 which includes \$504,768 for the Project and a Project contingency amount of \$50,477 (~10%). The funding for the Asphalt Repairs in Multiple Neighborhood Locations, Specification No. PW 25-107 has been programmed in the Proposed Fiscal Year 2025-26 Budget from the Water Operating Fund 601 (Account 6013600-53200) for City Council's consideration.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 24, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Timothy Beaman, Assistant Public Works Director, Chris Peyton, Water Division Manager

ATTACHMENTS

1. Agreement No. 32600023

**CONSTRUCTION CONTRACT FOR
ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT
SPECIFICATION NO. PW 25-107**

**BY AND BETWEEN
THE CITY OF OXNARD
AND BSN CONSTRUCTION INC.**

THIS CONSTRUCTION CONTRACT (the “Contract”) is made and entered this 15th day of July, 2025 (“Effective Date”), by and between the CITY OF OXNARD, a California municipal corporation (“City”) and BSN CONSTRUCTION INC. (“Contractor”). Contractor’s license number is 806551. The City and Contractor are sometimes hereinafter referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City requires construction of the ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT as more fully described in the bid package issued by the City for SPECIFICATION NO. PW 25-107 (the “Project”); and

WHEREAS, on May 08, 2025, the City issued a Notice Inviting Bids and Contract Documents to prospective bidders for the Project. In response, Contractor submitted a Bid which the City determined to be the lowest responsive and responsible bid; and

WHEREAS, Contractor is a duly organized corporation in good standing in the State of California, and represents that it has the background, knowledge, experience, expertise and resources to perform the Work and other obligations encompassed by this Contract; and

WHEREAS, at its meeting held on July 15, 2025, the Oxnard City Council duly accepted Contractor’s Bid Proposal for the Project and directed that a written agreement for the Project be entered into with Contractor; and

WHEREAS, in light of the facts set forth above and the certifications made by Contractor as part of its Bid, the City desires to retain Contractor to perform the construction Work for the Project as set forth in this Contract and in the Contract Documents, as hereinafter described.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Contract by this reference, as though set forth herein.

2. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

- A. Contract Documents. The Contract Documents consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference. Said Contract Documents are complementary; what is called for in one is binding as if

called for in all, and together constitutes Contractor's performance obligations:

1. Contract and its attached Exhibits, subject to the limitations in Sections 10 ("Prevailing Wage") and 24 ("Ambiguities") with respect to Exhibit "A" (Contractor's submitted Bid Proposal as accepted by the City);
2. Change Orders issued and approved by the City;
3. Regulatory Permits from other agencies specified in Appendices A of the bid package or as may otherwise be required by law;
4. Bid Addenda issued by the City;
5. Notice Inviting Bids and Instructions to Bidders;
6. Special Provisions
7. General Provisions
8. Appendices
9. Bid Forms and attachment thereto;
10. Performance Bond;
11. Payment Bond.

3. CONTRACTOR'S OBLIGATIONS

- A. Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, onsite facilities, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to diligently prosecute and complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents, and to the satisfaction of the Public Works Director or his/her designee (hereinafter the "Project Manager").
- B. Until the acceptance of the Work, the Contractor shall have the responsible charge and care of the Work and of the materials to be used therein, (including materials for which partial payment has been received or materials which have been furnished by the Owner), and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the Work.
- C. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense thereof. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage.
- D. The suspension of the Work from any cause whatever shall not relieve the Contractor of his responsibility for the Work and materials as herein specified. If ordered by the Owner's Representative, the Contractor shall, at the Contractor's sole cost and expense, properly store materials which have been partially paid for by the Owner or which have been furnished by the Owner. Such storage by the Contractor shall be on behalf of the Owner, and the Owner shall, at all times, be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site for the work when requested. The Contractor shall not dispose of any of the materials so stored, except with written authorization from the Owner.

- E. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorizations, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and shall so act as though instructed to do so by the Owner.
- F. Notwithstanding the foregoing provisions of this article, the Contractor shall not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an Act of God, in excess of five (5) percent of the contracted amount, provided the work is built in accordance with accepted and applicable building standards and the approved Plans and Specifications.
 - 1. "Acts of God" shall include earthquakes in excess of a magnitude of 3.5 on the Richter Scale, wildfires and tidal waves.

4. LICENSES REQUIRED

- A. The Contractor shall possess a valid Class A Contractor's license issued by California State Contractors License Board.
- B. If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty License Classification C-31.
- C. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor or Subcontractor not so licensed is subject to the penalties imposed by such laws.
- D. The Contractor will also be required to possess a City of Oxnard business license at the time of Contract award.

5. CONTRACT PRICE; PAYMENT AND RETENTION

- A. As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor FIVE HUNDRED FOUR THOUSAND SEVEN HUNDRED SIXTY-EIGHT DOLLARS, (\$504,768) (the "Contract Price") for all of Contractor's direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with Contractor's Bid Proposal (attached hereto as Exhibit "A") subject to the provisions of this Contract and the Contract Documents.
- B. Procedures relating to payment and retention are set forth in the Special Provisions.

6. CONTRACT TIME; NOTICE TO PROCEED; TERM

- A. Contract Time. The Work under this Agreement shall be diligently prosecuted to completion before expiration of ninety (90) Working Days, after the issuance of the Notice to Proceed. The City will not issue a Notice to Proceed to the Contractor until this Contract, including payment and performance bonds, insurance documents, business tax certificate have been executed and/or approved by the City.
- B. Notice to Proceed. No work, service, material, or equipment shall be performed or furnished under this Contract unless and until a Notice to Proceed has been given to the

Contractor by the City. Contractor shall commence Work pursuant to the Contract Documents and as directed by the City in the Notice to Proceed, and diligently execute the same to completion within the Contract Time. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

- C. Term. The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has completed all Work pursuant to the Contract Documents, the City has accepted all Work, and the Contract Term has ended, unless the Contract has been otherwise terminated by the City.

7. DISPUTE RESOLUTION AND CLAIMS PROCEDURES

- A. Public Contract Code Section 9204. For purposes of any Public Works Claims filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204) under this Contract, the claims procedures in Public Contract Code Section 9204 ("Section 9204") and the provisions of this Section shall apply.
1. In the event of a Section 9204 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 9204 process.
 2. Any Public Works Claims not resolved by the Section 9204 procedures (and/or any tort claims) shall be subject to the provisions of the Government Claims Act (Government Code section 810 et seq.).
- B. Public Contract Code Section 20104 et al. For purposes of any Public Works Claims of three hundred and seventy-five thousand dollars (\$375,000) or less filed by a Contractor or Subcontractor (as those terms are defined in Public Contract Code Section 9204), the claims procedures in Public Contract Code Section 20104.2 and the provisions of this Section shall apply.
1. In the event of a Section 20104 Public Works Claim, Contractor may not stop working pending resolution of the dispute, but must continue to comply with its duty to diligently prosecute the performance and timely completion of the Work during the Section 20104.2 process.
 2. Any Public Works Claims not resolved by the Section 20104.2 procedures (and/or any tort claims) shall be subject to the provisions of Section 20104.4 and the Government Claims Act (Government Code section 810 et seq.).
- C. For disputes or claims that do not constitute Public Works Claims, City and Contractor agree to comply with the following process:
1. Each Party shall designate a senior management or executive level representative to negotiate any dispute.
 2. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
 3. If the issue remains unresolved after ten (10) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiation between the legal counsel for each Party. If the above process fails, the Parties may mutually agree to

engage in non-binding mediation or arbitration in which the Parties equally share the costs of any mediator or arbitrator, or may proceed with suit or other remedies, subject to the provisions of subparagraph (5) of this Subsection and other applicable provisions and laws.

4. The alternative dispute resolution process set forth herein is a material condition to Contract and must be exhausted as an administrative remedy prior to either Party initiating legal action.
5. The provisions of the Government Claims Act (Government Code section 810 et seq.) are also required prior to initiating suit against the City.

8. TERMINATION OF AGREEMENT FOR CONVENIENCE

- A. The City may, by providing thirty (30) days' advance written notice to Contractor, terminate this Agreement in whole or in part, whenever the City shall determine that such termination is in the best interests of the City, or when it becomes impracticable or impossible to proceed, or because of conditions or events beyond the control of the City. Any such termination shall be effected by delivery to Contractor of a Notice of Termination for Convenience, specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination, the obligations of the Contractor for portions of the Work already performed shall continue.
- B. Upon receipt of a Notice of Termination for Convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 1. Immediately discontinue the Work to the extent specified in the notice.
 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary to complete such portion(s) of the Work that are not to be discontinued.
 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent that they relate to the performance of the discontinued portion of the Work.
 4. Thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- C. Upon such termination, the Contractor will be paid without duplication for:
 1. Work completed in accordance with the Contract Documents prior to the effective date of the Notice of Termination for Convenience;
 2. Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers and others; and
 3. Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the City no later than ninety (90) days from the effective date of termination, unless extended in writing by the City, upon written request by the Contractor. If the Contractor fails to submit a proposal, the City may determine the amount, if any, due the Contractor as a result of the termination. The City will pay the Contractor the amount it determines is reasonable. If the Contractor disagrees with the amount determined by the City as being reasonable, the Contractor shall provide notice to the City within thirty (30) Days of receipt of payment. Any amount due shall be subject to the dispute resolution provisions set forth in the Contract Documents.

- D. Contractor shall include provisions in all of its subcontracts, purchase orders, and other contracts permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor than are afforded to Contractor under this Section 7.

9. TERMINATION FOR CONTRACTOR'S DEFAULT

- A. Default. The City may terminate this Contract for Contractor's default as set forth in this Section. The City will consider the Contractor in default of this Contract if, prior to the City's acceptance of the Work, the Contractor:
1. becomes insolvent, assigns its assets for the benefit of its creditors, is unable to pay its debts as they become due, or is otherwise financially unable to complete the Work;
 2. abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;
 3. disregards written instructions from the City or materially violates provisions of the Contract Documents;
 4. fails to prosecute the Work according to the schedule approved by the Engineer,
 5. disregards laws or regulations of any public body having jurisdiction, or
 6. commits continuous or repeated violations of regulatory or statutory safety requirements.

Notices, and other written communications regarding default between the Contractor, the City, and the Surety shall be transmitted in accordance with Section 25 ("NOTICES") of this Contract.

- B. Notice and Opportunity to Cure. The City will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within five (5) Working Days after receipt. If the Contractor fails to commence satisfactory corrective action within five (5) Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, the City will consider the Contractor in default of the Contract and:
1. will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;
 2. may use any materials, equipment, tools or other facilities furnished by the Contractor to secure and maintain the Work site, and
 3. may furnish labor, equipment, and materials the City deems necessary to secure and maintain the Job Site;
- C. Remedies Cumulative. The provisions of this Section shall be in addition to all other legal rights and remedies available to the City. Termination of this Contract will not relieve the Surety of its obligation for any just claims arising out of the Work performed.

10. PREVAILING WAGE

- A. Compliance with State Prevailing Wage Requirements. Pursuant to Labor Code Section 1773, the City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Ventura County, California from the

Director of the Department of Industrial Relations (DIR) for each craft, classification, or type of worker needed to perform the Work required under this Contract. A copy of these prevailing wage rates are on file at the City's Finance Department/Purchasing Division and shall be made available for review to any interested party on request. In addition, a copy of the prevailing rate of per diem wages may be obtained via the internet at: <http://www.dir.ca.gov/DLSR/PWD>. Contractor and all Subcontractors shall pay not less than said specified State of California rates to all workers employed by them in the execution of the Work contemplated by this Contract, including workers performing Work covered by under Labor Code Sections 1720 and 1720.9. Contractor shall be responsible for using the correct and current prevailing wage rates. Contractor shall be solely responsible for using the correct wage decision or determination and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct prevailing wage.

- B. Conflict. It is further expressly agreed by and between the Parties hereto that should there be any conflict between the terms of this Section 10 and the provisions of Exhibit "A", the terms of this Section 10 shall control and nothing herein shall be considered as an acceptance of the terms of Contractor's Submitted Bid Proposal conflicting with the requirements of this Section 10.
- C. Payroll Records. Contractor must comply with the provisions of Labor Code sections 1776 and 1812 and all implementing regulations, including without limitation, those set forth in Title 8 of the California Code of Regulations, Section 16000 et seq. (hereinafter the "Regulations"), which are fully incorporated by this reference, including requirements for electronic submission of payroll records to the DIR.
 - 1. Contractor and Subcontractor Obligations. Contractor and each Subcontractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct; and
 - b. Contractor or the Subcontractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project.
 - 2. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
 - 3. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Contractor or Subcontractor has ten days in which to comply with the requirements of this section. If Contractor or Subcontractor fails to do so within the ten-day period, Contractor or Subcontractor will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

- D. Apprentices. Contractor is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code section 1777.5, which is fully incorporated by reference.
- E. Notices. Pursuant to Labor Code section 1771.4, Contractor is required to post all Job Site notices, including prevailing wage rates and other notices as required by regulation.
- F. Other Labor Requirements. Contractor has the responsibility for and shall comply with all other requirements of California Labor Code Section 1720 et seq., the Regulations, and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its Subcontractors.
- G. Statutory Penalties. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced as follows:
 1. Pursuant to Labor Code section 1775, the Contractor and any Subcontractor under it shall forfeit as a penalty to the City not more than two hundred dollars (\$200.00), for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under this Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
 2. The Contractor or Subcontractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of this Subsection. In awarding any contract for public work, Contractor must forfeit to City twenty-five dollars (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.
- H. DIR Monitoring. Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.
- I. DIR Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

11. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of TWO HUNDRED FIFTY DOLLARS (\$250) per day for each Calendar Day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all Laws applicable to the performance of the Work required by the Contract Documents, including any rule, regulation, or bylaw governing the conduct or performance of Contractor, its employees, officers, board members, agents, independent contractors, and Subcontractors. Unless otherwise specified in the Contract Documents, all required permits and licenses, including a City business license, shall be held or obtained by the Contractor at its sole expense and prior to commencing any Work hereunder.

13. WORKERS' COMPENSATION CERTIFICATION

Pursuant to Labor Code § 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

14. INSURANCE

Contractor shall procure and maintain at its own expense at all times during the period covered by this Contract (and through the one-year guarantee period following the date of City's acceptance of the Project) the following policies of insurance as approved by the City's Risk Manager as set forth in INS-D attached as Exhibit B to this Contract.

15. FEDERAL GRANT CONTRACT PROVISIONS [RESERVED]

15. STATE GRANT CONTRACT PROVISIONS: CLEAN CALIFORNIA MASTER AGREEMENT AND APPENDIX [RESERVED]

16. TIME OF THE ESSENCE

Time is of the essence in the performance of this Contract.

17. INDEMNIFICATION

- A. Notwithstanding the limits of any insurance and to the fullest extent permitted by law, Contractor shall indemnify the City, its elected or appointed officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the Work, operations, or activities of Contractor, its agents, employees, Subcontractors, or invitees on the Project, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Contract, but excluding such Claims or Liabilities or portion of such Claims or Liabilities arising or alleged to arise from the active negligence, sole

negligence, or willful misconduct of the City, its elected or appointed officials, officers, agents, volunteers, or employees, and in connection therewith:

1. Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 2. Contractor will promptly pay any judgment rendered against the City, its elected or appointed officials, officers, agents, volunteers, or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', Subcontractors' or invitees') performance of or failure to perform such Work, operations or activities hereunder; and Contractor agrees to save and hold the City, its elected or appointed officials, officers, agents, volunteers and employees harmless therefrom;
 3. In the event the City, its elected or appointed officials, officers, agents, volunteers, or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the Work, operation, or activities of Contractor hereunder, Contractor shall pay to the City, its elected or appointed officials, officers, agents, volunteers, or employees, any and all costs and expenses incurred by the City, its elected or appointed officers, officials, agents, volunteers, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City;
 4. Contractor's duty to defend, indemnify, and hold harmless as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of, or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the PorterCologne Water Quality Control Act, as any of those statutes may be amended from time to time.
- B. City will timely notify Contractor upon receipt of any third-party claim relating to the Contract, as required by Public Contract Code § 9201. The Contractor's indemnification and defense obligations pursuant to this Section shall survive the termination of this Contract. Contractor shall require the same indemnification from all Subcontractors.

18. THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Project; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

19. CONFLICTS OF INTEREST

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents."

20. REPORTS; BOOKS AND RECORDS; AUDIT

- A. Upon request by the Project Manager, Contractor shall prepare and submit reports concerning Contractor's performance of the Work required by this Contract.
- B. Contractor shall keep such books and records as shall be necessary to perform the work required by this Contract and enable the Project Manager to evaluate the cost and the performance of such Work.
- C. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles, and Contractor and its subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred Project costs and matching funds by line item for the Project. The Project Manager, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.
- D. Records and supporting documents pertaining to the use of funds paid to Contractor hereunder shall be retained by Contractor and made available to the Project Manager for purposes of performing an audit for a period of five (5) years from the termination of this Contract.

21. NONDISCRIMINATORY EMPLOYMENT

- A. The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.
- B. For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with this Section. The Contractor shall include in the written contract between itself and each Subcontractor a copy of the

provisions in this Section and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance. The Contractor shall diligently take corrective action to halt or rectify any failure to comply.

22. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by written Change Orders as specified in the Contract Documents or a written instrument signed by both Parties.

23. ENTIRE AGREEMENT

- A. This Contract supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Contractor with respect to the subject matter of this Contract.
- B. The Contract Documents contain all of the covenants and agreements between the Parties with respect to the subject matter herein, and each Party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements in this Contract and the Contract Documents incorporated herein.
- C. No agreement, statement, or promise with respect to the subject matter of the Contract Documents, which is not contained in the Contract Documents, or in a valid modification or amendment to the Contract Documents, shall be valid or binding on either Party.

24. AMBIGUITIES

This Contract is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the Parties and the Parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Contract. Notwithstanding the foregoing, the Parties agree that Exhibit "A" is attached hereto for reference purposes, and to the extent there are any ambiguities, inconsistencies, or conflicts between the terms of this Contract and Exhibit "A", the terms of this Contract shall control and nothing set forth in Exhibit "A" shall be deemed to supersede any of the provisions of this Contract.

25. NOTICES

- A. Any notice to be provided pursuant to this Contract shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the Parties as follows:

TO CITY: City of Oxnard
305 W Third St, East Wing, 3rd Floor
Oxnard, CA 93030
Attn: Project Manager (PW 24-30)

TO CONTRACTOR: BSN Construction Inc.
3897 Market Street, Suite 201
Ventura, CA 93003
Attn: Ben Nakaba

- B. Notices, payments, and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.
- C. Either Party, or the surety, may change its address by giving notice in writing to all other parties listed above, and thereafter notices shall be addressed and transmitted to such new address.

26. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to Contractor or to its successor(s), or for any breach of any obligation of the terms of this Contract.

27. REVIEW BY ATTORNEYS

Each Party hereto has had its attorneys review this Contract and all related documents. Each Party hereto has consulted with its attorneys and has negotiated the terms of this Contract based on such consultation.

28. BONDS

Concurrently with the execution of this Contract by the Contractor, and before the commencement of any Work, Contractor shall furnish to the City a Performance Bond, and a Payment Bond (Labor and Materials Bond) each in an amount equal to one hundred percent (100%) of the Contract Price written on the forms included in the Contract Documents. These bonds must remain in force until the later of (a) the expiration of the one-year guarantee period; or (b) one year from the date of completion of the corrective Work. Such bonds must be issued by a responsible corporate Surety, licensed and authorized to issue such bonds in the State of California.

29. CARE OF WORK

Contractor must adopt reasonable methods during the life of the Contract to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies, and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the Work by the City, except those losses or damages as may be caused by the City's own negligence. The performance of the Work by Contractor or the payment of money by the City shall not relieve Contractor from any obligation to correct any incomplete, inaccurate, or defective Work (including the obligation to remedy any defective Work or materials during the one-year guarantee period after the City's acceptance thereof) at no further cost to the City.

30. CAPTIONS AND HEADINGS

The captions and headings contained in this Contract are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

31. OWNERSHIP OF DOCUMENTS

No portion of the Contract Documents may be used for any purpose other than construction of the Project, without prior written consent from City. Contractor is deemed to have conveyed the copyright in any designs, drawings, specifications, Shop Drawings, or other documents (in paper or electronic form) developed by Contractor for the Project, and City will retain all rights to such works, including the right to possession.

32. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Contract shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties. This Contract may not be assigned or transferred by Contractor without the concurrence of the surety and express written consent of the City.

33. GENDER; PLURAL

In this Contract, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

34. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

35. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties under this Contract, shall be construed pursuant to and in accordance with California law.

36. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

37. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Contract and all proceedings involving any enforcement action related to this Contract shall be initiated and conducted in the applicable court or forum in Ventura County, California.

38. EFFECTIVENESS OF CONTRACT

This Contract shall not be binding upon the City until signed by the authorized representative(s) of Contractor, approved by the City's Risk Manager and as to form by the City Attorney, and executed by the authorized City personnel or the Mayor.

39. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING CONTRACT

Each of the Parties to this Contract hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purports to represent.

40. WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default under this Contract shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Contract.

41. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. All persons working for or under the direction of the Contractor are the Contractor's employees, agents, or subcontractors, and they shall not be deemed agents, servants, or employees of the City.

42. COUNTERPARTS

This Contract may be executed by the Parties in counterparts, and when executed by each of the Parties, each counterpart shall be deemed to be a part of this Contract.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by Law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

44. ATTORNEY'S FEES

If either Party commences an action against the other Party, whether legal, administrative, or otherwise, arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

[END OF THIS PAGE – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have entered into this Contract effective on the date as stated herein and upon signature of all Parties.

CITY OF OXNARD

BSN CONSTRUCTION INC.

☒ Luis Mc Arthur, Mayor¹ _____ Date
☐ Purchasing Agent

 Ben Nakaba, CEO/ Secretary ² _____ Date

ATTEST:

 Lourdes A. López, _____ Date
 City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, _____ Date
 City Attorney (always required)

¹ The City Council must authorize and the Mayor must execute any agreement over \$200,000. The Purchasing Agent may execute any authorized agreement up to \$200,000.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBITS

- Exhibit A:** **Contractors Bid Proposal.**
- Exhibit B:** **Form INS-D: Insurance Requirements.**
- Exhibit C:** **[RESERVED]**
- Exhibit D:** **[RESERVED]**
- Exhibit E:** **[RESERVED]**
- Exhibit F:** **[RESERVED]**

Bonds

The corresponding exhibits and forms contained within follow.

EXHIBIT A
CONTRACTOR'S BID PROPOSAL

BID SCHEDULE
ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT
SPECIFICATION NO. PW 25-107

Bidder's Company Name: BSN Construction Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby declares they have carefully examined the locations of the proposed work, the Plans, the Special Provisions, Bid Item Descriptions, and Contract documents; and hereby proposes to furnish all labor, materials, tools, equipment, supplies and incidentals required to complete the work. All of the aforementioned shall be done in accordance with said Plans, Special Provisions, and other Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

Item No.	Location	Unit of Measure	Evaluation Quantity	Price
1	1238 S K St (#2)	LS	1	\$ 3757.00
2	1171 W Fir Ave	LS	1	\$ 3232.00
3	1215 W Guava St	LS	1	\$ 4693.00
4	1313 W Cedar St	LS	1	\$ 4739.00
5	1166 S Ventura Rd (#2)	LS	1	\$ 2800.00
6	1174 S N St	LS	1	\$ 3876.00
7	1418 W Elm St	LS	1	\$ 3232.00
8	1201 W Channel Islands Blvd	LS	1	\$ 2800.00
9	2321 S J St	LS	1	\$ 4890.00
10	3341 Paula St (#2)	LS	1	\$ 2908.00
11	3500 San Simeon Ave	LS	1	\$ 5661.00
12	2531 Topaz Ct	LS	1	\$ 5493.00

B 8

13	1211 Joliet Pl	LS	1	\$ 2369.00
14	1121 Gallatin Pl	LS	1	\$ 1939.00
15	2100 Oneida Pl	LS	1	\$ 2585.00
16	1220 Joliet Pl	LS	1	\$ 4523.00
17	1300 Joliet Pl	LS	1	\$ 4200.00
18	115 E Date St	LS	1	\$ 2908.00
19	625 E Maple St	LS	1	\$ 3554.00
20	254 E Date St	LS	1	\$ 3123.00
21	664 E Maple St	LS	1	\$ 5493.00
22	373 E Guava St	LS	1	\$ 2055.00
23	160 E Ash St	LS	1	\$ 1939.00
24	319 Doris Ave (Alley)	LS	1	\$ 2262.00
25	1000 Camelot Way	LS	1	\$ 5062.00
26	22 Carriage Sq (#2)	LS	1	\$ 2908.00
27	441 Doris Ave	LS	1	\$ 3446.00
28	1035 Camelot Way	LS	1	\$ 4739.00
29	1244 Camelot Way	LS	1	\$ 2093.00
30	523 Devonshire Dr	LS	1	\$ 2585.00
31	731 W Robert Ave	LS	1	\$ 1292.00
32	815 Ivywood Dr	LS	1	\$ 4282.00
33	4201 W Hemlock St	LS	1	\$ 4523.00
34	4025 Nice Ct	LS	1	\$ 8280.00
35	4201 W Hemlock St	LS	1	\$ 1724.00
36	2024 Jamestown Way	LS	1	\$ 1939.00

B 9

37	2311 Peninsula Dr	LS	1	\$ 2464.00
38	2686 Upton Sinclair Dr	LS	1	\$ 2093.00
39	1210 Monet Pl	LS	1	\$ 1908.00
40	3720 Boston Dr	LS	1	\$ 1724.00
41	3140 Nevada Ave	LS	1	\$ 1724.00
42	3021 Mendocino Pl	LS	1	\$ 1724.00
43	3110 Eden St	LS	1	\$ 2262.00
44	753 Paseo Ortega	LS	1	\$ 2265.00
45	1600 N Rose Ave	LS	1	\$ 4093.00
46	306 Graves Ave (#2)	LS	1	\$ 3554.00
47	2630 Colonia Ave (Alley)	LS	1	\$ 2262.00
48	2721 Colonia Ave	LS	1	\$ 5523.00
49	106 E Fifth St	LS	1	\$ 2800.00
50	1031 Factory Ln	LS	1	\$ 3232.00
51	1235 W Roderick Ave	LS	1	\$ 1939.00
52	1301 Kingswood Way	LS	1	\$ 3769.00
53	1630 N M St	LS	1	\$ 2325.00
54	129 N I St	LS	1	\$ 2908.00
55	1101 W Second St	LS	1	\$ 2477.00
56	1344 Palm Dr	LS	1	\$ 3876.00
57	904 Beverly Dr	LS	1	\$ 14257.00
58	904 Beverly Dr	LS	1	\$ 10785.00
59	1026 Deodar Ave	LS	1	\$ 3554.00
60	2300 Crystal Downs Ct	LS	1	\$ 3456.00

B 10

61	426 King St (#2)	LS	1	\$ 4309.00
62	318 S Fifth St	LS	1	\$ 4200.00
63	320 W Fifth St	LS	1	\$ 4200.00
64	820 S E St	LS	1	\$ 1318.00
65	1145 Rigging Pl	LS	1	\$ 3232.00
66	911 S H St	LS	1	\$ 3014.00
67	926 S F St (#3)	LS	1	\$ 5816.00
68	473 W Birch St	LS	1	\$ 3554.00
69	1805 Valley Park Dr	LS	1	\$ 3985.00
70	1274 S H St	LS	1	\$ 3799.00
71	304 W Birch St	LS	1	\$ 3386.00
72	405 W Iris St	LS	1	\$ 3232.00
73	1146 S G St	LS	1	\$ 2477.00
74	400 W Hill St	LS	1	\$ 7452.00
75	633 W Fir Ave	LS	1	\$ 4200.00
76	211 Hill St	LS	1	\$ 3340.00
77	170 N Roosevelt Ave	LS	1	\$ 7591.00
78	111 S Grant Ave	LS	1	\$ 2276.00
79	205 Lupita St (#2)	LS	1	\$ 1939.00
80	101 N Mckinley Ave	LS	1	\$ 4007.00
81	560 N Garfield Ave #2	LS	1	\$ 2262.00
82	2410 El Dorado St	LS	1	\$ 2585.00
83	1810 McArthur Pl (#2)	LS	1	\$ 2265.00
84	1931 Earhart Ct	LS	1	\$ 2443.00

B 11

85	2420 El Dorado Ave	LS	1	\$ 4200.00
86	1224 Lawrence Way	LS	1	\$ 2262.00
87	1510 Elsinore Ave (#2)	LS	1	\$ 1615.00
88	1521 Piedmont St	LS	1	\$ 2693.00
89	1131 Rivas Ln	LS	1	\$ 2693.00
90	1700 Elsinore Ct	LS	1	\$ 3232.00
91	5200 Seabreeze Way	LS	1	\$ 3554.00
92	5131 Neptune Sq	LS	1	\$ 1969.00
93	5148 Moonstone Way	LS	1	\$ 2262.00
94	5231 Neptune Sq	LS	1	\$ 6006.00
95	5101 Seabreeze Way	LS	1	\$ 7952.00
96	1741 Fiske Pl	LS	1	\$ 4493.00
97	1600 Beacon Pl	LS	1	\$ 3876.00
98	500 E Dollie (Apt 4)	LS	1	\$ 2585.00
99	834 Yale Pl	LS	1	\$ 2325.00
100	4451 Clover Dr	LS	1	\$ 7012.00
101	4705 S J St	LS	1	\$ 4416.00
102	3100 S K St	LS	1	\$ 2155.00
103	2625 S N St (#2)	LS	1	\$ 4200.00
104	1130 Redwood St	LS	1	\$ 1939.00
105	1205 W Olive St	LS	1	\$ 5923.00
106	453 Bolsa Way	LS	1	\$ 2033.00
107	2211 Colonia Ave (Alleyway)	LS	1	\$ 6038.00
108	1844 Gaucho Way #2	LS	1	\$ 2195.00

B 12

109	140 Julian St (#2)	LS	1	\$ 2325.00
110	1835 Ferrara Way	LS	1	\$ 3593.00
111	667 S Ventura Rd	LS	1	\$ 3232.00
112	1411 Kumquat Pl	LS	1	\$ 3232.00
113	1211 Holly Ave	LS	1	\$ 2262.00
114	2216 Lantana St	LS	1	\$ 2585.00
115	1031 Azalea St	LS	1	\$ 2908.00
116	1120 Elder St	LS	1	\$ 1615.00
117	1271 Hibiscus St	LS	1	\$ 6924.00
118	1221 Bluebell St	LS	1	\$ 5935.00
119	2422 Lobelia Dr	LS	1	\$ 2112.00
120	2400/2402 Hillrose Pl	LS	1	\$ 2908.00
121	321 Cuesta Del Mar Dr	LS	1	\$ 2477.00
122	540 Cuesta Del Mar	LS	1	\$ 3386.00
123	321 Cuesta Del Mar	LS	1	\$ 3386.00
124	5300 S J St	LS	1	\$ 2155.00
125	4614 Terrace Ave	LS	1	\$ 1939.00
126	4330 Drake Dr	LS	1	\$ 2155.00
127	4634 Terrace Ave	LS	1	\$ 2093.00
128	1836 Berkshire St	LS	1	\$ 2363.00
129	4500 Phoenix Dr	LS	1	\$ 2325.00
130	4530 Syracuse Dr	LS	1	\$ 1724.00
131	501 Del Norte Blvd	LS	1	\$ 8893.00
132	1600 Lookout Dr	LS	1	\$ 2337.00

B 13

133	1513 Nadador Pl	LS	1	\$ 2262.00
134	729 Navito Way	LS	1	\$ 2585.00
135	1626 Ofelia Way	LS	1	\$ 3232.00
136	1033 Unidad Way	LS	1	\$ 2908.00
137	557 Princesa Dr #2	LS	1	\$ 2585.00
138	351 Huerta St	LS	1	\$ 1292.00
139	545 Carty Dr	LS	1	\$ 5414.00
140	113 N F St (#2)	LS	1	\$ 3232.00
141	206 S H St	LS	1	\$ 6070.00
142	314 W Fourth St	LS	1	\$ 2800.00
143	305 Magnolia Ave	LS	1	\$ 2106.00
144	1825 Arlene Ave	LS	1	\$ 3924.00
145	2110 Patricia St	LS	1	\$ 2106.00
TOTAL BID PRICE:				\$ 504,768.00

TOTAL BID PRICE IN DIGITS: \$ 504,768.00

TOTAL BID PRICE IN WORDS: Five hundred four thousand seven hundred sixty-eight
dollars and zero cents

Bidder's Company Name: BSN Construction Inc

Signature: 

Title: President

Print: Ben Nakaba

Date: 5/28/2025

B 14

EXHIBIT B

FORM INS-D : INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER **B****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
			ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)		
PRODUCER			POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) ☐ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits				
Telephone:			☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)				
NAMED INSURED			APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:				
TYPE OF INSURANCE			CITY AGREEMENTS/PERMITS				
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE			☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence			OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____				

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____
 coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE
☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____
OTHER PROVISIONS
LIMIT OF LIABILITY

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

 1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

 5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER
CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US
AUTHORIZED REPRESENTATIVE
☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____

**EXHIBIT C
[RESERVED]**

**EXHIBIT D
[RESERVED]**

EXHIBIT E
[RESERVED]

**EXHIBIT F
[RESERVED]**

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____ ("Principal")

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall

become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

Its _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
 _____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as ASPHALT REPAIRS IN MULTIPLE NEIGHBORHOOD LOCATIONS PROJECT, SPECIFICATION NO. PW 25-107.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
 _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

By: _____

Its: _____

“Surety”

By: _____

Its: _____

By: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed and dated, all Surety signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of California.



CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA

AGENDA ITEM NO. K.9

DATE: July 15, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Agreement 32600002 with Pirate California Holdings, LLC dba Pirate Staffing for Temporary and Supplemental Labor Services at the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Pirate California Holdings, LLC dba Pirate Staffing with an initial term of three years from July 16, 2025 through July 15, 2028, with an option for two one-year extensions ending July 15, 2030 for a total amount not to exceed \$1,250,000, for temporary and supplemental labor services at the Del Norte Regional Recycling and Transfer Station (Del Norte).

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

BACKGROUND

The Public Works Environmental Resources Division (ER) has traditionally relied on temporary staffing services to support its workforce in response to changing operational needs, staff vacancies, and urgent projects. These temporary staffing contracts have enabled the City to maintain consistent service delivery, manage periods of increased workload, and meet short-term staffing demands more efficiently than through standard recruitment processes.

The use of temporary staffing began as a practical solution to bridge gaps caused by retirements, extended leaves of absence, and recruitment delays. Over time, the City has used, when necessary, temporary staffing to ensure departments remain adequately staffed while permanent positions are being filled.

One key area where this need is especially prominent is ER, which is responsible for the City's solid waste, recyclable, and organic material collection services, as well as the operation of the Del Norte. ER operations rely on a workforce of over 180 employees across 25 job classifications to support the wide range of services expected from a full-service solid waste utility.

Certain positions within ER—specifically Maintenance Worker (Sorter), Maintenance Technician (Maintenance Worker Trainee), and Administrative Technician (Office Assistant)—have historically experienced high turnover. Recruitment for these roles is often ongoing, and vacancies can disrupt operational efficiency and daily scheduling. As a result, existing staff are frequently required to work overtime to meet service demands, which increases operational costs and staff fatigue.

To address these challenges and ensure service continuity, ER has utilized temporary staffing services for the past 11 years. Having access to temporary and supplemental labor through a qualified outside vendor enables ER to maintain cost-effective, uninterrupted operations during recruitment periods or unexpected staffing shortages.

The use of temporary staffing has been formalized through contracts with staffing agencies. These agreements have typically ranged in duration from one to three years, with contract amounts varying based on divisional/departamental needs and staffing levels. For example:

- A three-year agreement between ER and Pirate Staffing initiated on July 16, 2022, valued at \$800,000, and averaging approximately \$250,000 annually, provides supplemental labor services for Del Norte, including the solid waste and recycling collection program and Materials Recovery Facility (MRF);
- A two-year agreement between ER and Select Staffing valued at \$1,600,000 initiated on January 7, 2014, for supplemental labor services for the Del Norte facility, including the solid waste and recycling collection program and MRF.

ER's continued use of temporary help contracts remains a practical and cost-effective approach to addressing workforce challenges, minimizing service disruptions, and supporting essential public operations.

DISCUSSION

On January 23, 2025, the City's Purchasing Department issued a formal Request for Proposal (RFP) 25-87 for Temporary Labor Services for ER. The RFP was sent directly to nine potential vendors, with an additional 49 vendors that were invited based upon their classification or were self-invited through the Public Purchase website: www.PublicPurchase.com, as well as the City's Purchasing website. Proposals were due March 6, 2025, and a total of 10 proposals were received.

An evaluation committee from the Environmental Resource Division including a Material Recovery Facility Supervisor, two Environmental Resources Services Administrative Assistants, and Human Resource Administrative Services Analyst, reviewed, evaluated and determined Pirate California Holdings, LLC dba Pirate Staffing (Pirate Staffing) to be the highest-ranked proposer based on the scoring criteria listed in the RFP. Scoring criteria consisted of Qualification and experience, ability and history in providing the requested services for public agencies of similar size, population and need of the City, and overall responsiveness and completeness of the proposed scope of work. Additionally, the awarded vendor meets all required City contractual provisions, including possession of a City Business Tax Certificate, City's living wage policy, insurance certificates, and corporate filing with the California Secretary of State. Therefore, based upon the analysis and research performed to date, staff believes that the recommended vendor is capable of successfully performing temporary and supplemental labor services at the Del Norte.

For FY 2025, the following hourly rates for regular-time (reg) / overtime (OT) for the noted positions are included in this agreement: Maintenance Worker (Sorter): \$30.96 (reg) / \$46.44 (OT); Maintenance Technician (Maintenance Worker Trainee): \$30.96 (reg) / \$46.44 (OT); and Administrative Technician (Office Assistant): \$29.35 (reg) / \$44.03 (OT). Rates for future fiscal years can be found on page 30 of Agreement 32600002 listed as "Exhibit B" titled: "SCHEDULE OF COMPENSATION."

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The total cost for this agreement with Pirate Staffing shall not exceed \$1,250,000 through July 15, 2030, if all years are extended. There is no minimum hours for services rendered by Pirate Staffing. No temporary or supplemental worker providing services under this Agreement shall work more than 960 hours during a fiscal year.

Funding for FY 2025-26 has been requested in the Environmental Resources Fund (631) Proposed Budget for Council consideration. Funding for subsequent fiscal years will be requested during the annual budget process.

Pirate California Holdings, LLC dba Pirate Staffing - Spending Plan						
Fund	FY 25-26	FY 26-27	FY 27-28	FY 27-28	FY 29-30	TOTAL

Environmental Resources: 6313630-53200	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
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COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 24, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director, Eric Zetz, Division Manager

ATTACHMENTS

1. Agreement No. 32600002
2. Prior Agreement A-8444 Schedule of Compensation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND PIRATE CALIFORNIA HOLDINGS, LLC
DBA PIRATE STAFFING**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Pirate California Holdings, LLC dba Pirate Staffing ("Service Provider"), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for temporary & supplemental labor for general services. Service Provider will perform work at the Del Norte Facility.

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030

Pirate California Holdings, LLC dba Pirate Staffing, a LLC of the State of California, located at 3475 Saviers Road, Oxnard, California 93033

4. TERM OF AGREEMENT: From: July 16, 2025 To: July 15, 2028

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the On-Call General Services Agreement.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$1,250,000.00¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-B
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy
- Exhibit F: Iran Contracting Certification

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Eric Zetz Title: Maintenance & Operations Manager Phone: 805-385-7957 Email: eric.zetz@oxnard.org Address: 111 South Del Norte Blvd. Oxnard, California 93030	Service Provider Designated Representative Name: Luis Lorenzana Title: Branch Manager Phone: 805-486-7175 Email: oxnard@piratestaffing.com Address: 3475 Saviers Road Oxnard, California 93033
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITES. This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Service Provider's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Service Provider perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price

adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider,

Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service

Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY & DISCLOSURE.

City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual

delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

- A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement. Service Provider's liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation

negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company

satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in “Exhibit C”. Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider’s failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as “Exhibit D” to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit “E” attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to:
<https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard’s local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider’s services under this

Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

- 30. IRAN CONTRACTING ACT.** In accordance with the Iran Contract Act of 2010 (Public Contract Code sections 2200-2208) the City requires that any Consultant that submits a proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or Services of one million dollars (\$1,000,000.00) or more, must certify, that the Consultant is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable

A Consultant is ineligible to enter into any contract with the City for goods or Services of one million dollars (\$1,000,000.00) or more if the Consultant engages in investment activities in Iran. Consultant must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contract Act Certification attached as Exhibit F.

- 31. SUBCONTRACTING.** If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

- 32. DISPUTES.** Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and

- 33. DISPUTE RESOLUTION.** Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.
- 34. AUDIT.** City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.
- 35. ADVERTISING AND PUBLICITY.** Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.
- 36. NONDISCRIMINATORY EMPLOYMENT.** Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration

status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor's compliance with this Section.

- 37. FORCE MAJEURE.** Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.
- 38. GOVERNING LAW.** The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.
- 39. SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.
- 40. INTEGRATED AGREEMENT.** This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.
- 41. NO THIRD-PARTY BENEFICIARY.** This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.
- 42. AUTHORITY TO EXECUTE.** Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.
- 43. EXECUTION – COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

44. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

45. ACKNOWLEDGEMENT. By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

**PIRATE CALIFORNIA HOLDINGS, LLC
DBA PIRATE STAFFING**

☒ Luis Mc Arthur, Mayor² _____ Date _____
☐ Jennifer Yates,³
Purchasing Manager

Erika Loza, District Manager _____ Date _____

Richard Abraham
District Manager⁴ _____ Date _____

ATTEST:

Lourdes A. López, CITY Clerk _____ Date _____
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY _____ Date _____
Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

SCOPE OF SERVICES

PROJECT MANAGER: Maria Martinez / 805-385-8069 / maria.martinez@oxnard.org

General Specifications

The Service Provider must provide temporary and supplemental labor services for the following positions: **Sorter**, **Maintenance Worker Trainee**, and **Office Assistant I**. Duties and responsibilities for each position are contained in the following attachments:

Attachment D - Sorter

Attachment E - Maintenance Worker Trainee

Attachment F - Office Assistant I

BACKGROUND REPORT AND SAFETY TRAINING

The Service Provider, at its sole expense, shall provide the City with a complete background report on each temporary employee eligible for a temporary assignment with the City, including, but not limited to, the results of a drug and alcohol screening. A Live Scan screening, or equivalent, must be provided prior to the start of each temporary assignment. Service Provider shall also provide the City with a report of the safety training given to Service Provider's employees prior to the commencement of a temporary assignment.

The Service Provider, at its sole expense, must offer tetanus and hepatitis A and B vaccinations to all employees prior to the commencement of an assignment with the City. Service Provider must keep accurate records documenting offer, acceptance, or decline by each employee.

HAZARDOUS WASTE

Incidental hazardous waste (i.e., pesticides, liquids, cleaning fluids, gases, and sludges) may be present in the waste and materials accepted by Del Norte. Trained Sorters should recognize and recover such material from the waste stream. The City will designate areas for temporary storage of recovered hazardous waste. The City will solely be responsible for the removal of the recovered hazardous waste and for its

proper recycling, treatment, and/or disposal.

GENERAL CONDITIONS

The Service Provider shall designate a start time for each of its employee's work hours. However, the start times are at the discretion of the City and can be altered with a one (1) day notice to the Service Provider. In the event of unusual circumstances, such as power failure, backlog, mechanical failure, lack of material, or lack of work, the City can, with one (1) hour notice, halt the use of the Service Provider's employees without incurring any additional liability to the City. The Service Provider shall

be entitled to compensation only for the hours actually worked, including the one (1) hour notice.

It is expected that the Service Provider's hourly employees will be retained for a full-time workweek. However, the City is unable to guarantee the Service Provider a minimum number of hours. Service Provider employees working full time shall have two (2) paid fifteen (15) minute break periods and a one

(1) unpaid thirty (30) minute meal period, per an eight (8) hour workday. Break periods for workdays less than eight (8) hours shall be granted based on the length of the work shift.

The City will provide the Service Provider with a mutually acceptable location to place the Service Provider's employee time clock. The City will provide, at its sole expense, a 110-volt electrical outlet for the Service Provider's time clock. The Service Provider shall provide and maintain, at its sole expense, its time clock. Time clock records shall be made available for City review. In the event of a time clock malfunction, the Service Provider shall be notified immediately by City staff. The time card for each employee shall accurately state the time billable to the City.

The Service Provider's authorized representative and City Project Manager, as identified in the Agreement, shall sign each time card.

Del Norte's hours of operation are from 5:30 a.m. to 5:00 p.m. Monday through Saturday. Del Norte is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

QUALIFICATIONS

Service Provider's employees shall have appropriate knowledge of safe work practices, particularly for working around operating mobile and stationary mechanical equipment. Service Provider employees shall be trained in Del Norte's health and safety procedures prior to start of work. The Service Provider shall conduct background checks of all

candidates prior to starting work, per the "BACKGROUND AND SAFETY TRAINING" section above.

The City reserves the right to reject or discharge any Service Provider employee without cause.

Service Provider's employees shall be required to speak, read, and write in English. Bilingual skills in Spanish are highly desirable.

HEALTH AND SAFETY

The City shall make reasonable provisions for the health and safety of Service Provider's employees during their assignment. Health and safety rules will be enforced according to a zero tolerance rule. The City shall provide all protective devices, Personal Protective Equipment (PPE), and other safety equipment necessary to protect the Service Provider's employees from injury, with the exception of foot protection. The Service Provider shall be responsible for furnishing foot protection, such as steel-toe or composite toe shoes or boots, to its employees. The City shall ensure that

Service Provider's employees are properly utilizing City safety equipment. Violations will not be tolerated and may result in discharge.

Whenever a Service Provider employee is required to wear a specified type of uniform or article of clothing, the City shall assume the cost of furnishing, laundering, or cleaning the same.

The City shall provide health and safety orientation and periodic safety training to Service Provider's

employees working at Del Norte. Training for all Service Provider's employees may consist of, but is not limited to, injury and illness prevention, PPE, blood borne pathogens, hazardous waste materials identification, hearing conservation program, confined space program, forklift, manlift, loader and excavator training, and any other required training to comply with OSHA regulations. All City provided training and costs are the responsibility of the City. Training is performed during working hours. Additionally, the Service Provider will have access to use Del Norte's conference or lunch rooms to conduct safety training unique to the Service Provider. The City is required to supply, operate, and maintain its own safety equipment.

The City shall inform the Service Provider and provide a remedy if any Service Provider employee may be working unsafely, or is not wearing proper PPE. Violations may result in discharge. While at Del Norte, Service Provider's employees shall observe all necessary site safety rules in performing the work and obey all traffic safety signs

and/or other posted directions at the Facility. The City shall ensure that Service Provider's employees comply with all safety programs and policies, including the wearing of PPE. At all times, while working at Del Norte, Service Provider's employees shall wear appropriate work clothing and safety equipment necessary to represent the City properly and protect themselves from injury and other potential workplace exposures or hazards. The City shall not allow any Service Provider employee not dressed in required uniform and PPE to work at Del Norte. The use of cell phones, earphones, or other electronic devices shall not be permitted while Service Provider's employees are on duty.

Service Provider's employees shall follow Del Norte's work policies: security, appropriate use of equipment, harassment in the workplace, violence in the workplace, and drug-free workplace. The City shall provide Service Provider a copy of the aforementioned policies upon award of Agreement. For the purposes of this bid, the Service Provider shall provide the City with copies of its harassment in the workplace, violence in the workplace, drug-free workplace policies, as well as all Affordable Care Act compliance documentation. The Service Provider agrees that its labor force is employed by the Service Provider and, as such, is not subject to any and all benefits provided to regular City employees.

DISCHARGE, WARNING, AND PROTEST

The City shall be the sole judge of the qualifications and competency of the Service Provider's employees at Del Norte and may discharge any employee deemed unsatisfactory, at any time. The Service Provider may discharge or otherwise discipline its employees for any reason it determines. The Service Provider shall have the discretionary right to dismiss any employee who does not conform to the Service Provider's policies, rules, or standards. The City reserves the right to point out deficiencies or misconduct of Service Provider's employees that may impact Del Norte's operations. It is the Service Provider's responsibility to follow-through by taking corrective measures to remedy any deficiencies or misconduct. The Service Provider shall ensure that dismissed employees will not return to, interview for, or work in any position at Del Norte.

INVOICING

The Service Provider shall submit an invoice to the City for each temporary employee assigned to the Facility, by the fifteenth (15) day of each month, for the previous month's labor services. Each invoice shall detail each temporary employee's number of hours worked, and the rate set forth in the Agreement. Each monthly invoice shall be accompanied by a copy of the temporary employee's time cards, signed by the City. Each monthly invoice shall also indicate the status of the last three (3) monthly invoices

issued by Service Provider to the City; status should indicate whether the invoice is paid or unpaid.

REPORTING REQUIREMENTS

The Service Provider shall designate a sole lead contact who will be responsible as the Service Provider's site

supervisor. Service Provider shall provide City with the supervisor's office and cell phone numbers and e-mail address. The City will make all necessary job assignment requests or job task changes through the Service Provider's designated site supervisor. This site supervisor must be reachable 24 hours per day, 365 days per year. If off-site, the supervisor shall respond to the City within two (2) hours of the City's call, text or email.

NUMBER OF FACILITY EMPLOYEES SUBJECT TO CHANGE

The City has full discretion of Del Norte's hours of operation and number of Service Provider employees it shall utilize. The assignment start times and number of Service Provider employees working in each job classification are subject to change by the City.

MAINTENANCE OF RECORDS

Service Provider employee records for time keeping, onsite training for job skills, and safety training shall be maintained by the Service Provider. These records shall be made available to the City, OSHA, and other regulatory agencies upon request, including all OSHA 300-related documentation. Upon completion or termination of the Agreement, these records shall be turned over to the City.

COOPERATION WITH OTHERS

The Service Provider shall not willfully or unnecessarily interfere with Del Norte's operations and systems, nor with the City personnel engaged in site operation or equipment maintenance and repair, nor with any other parties performing services at Del Norte. All formal communications shall take place only between the City's designee and the Service Provider's site supervisor and backup, except in an emergency.

PAYROLL CHECKS AND REPORTS

Service Provider's employees shall be paid in full weekly or bi-weekly, with a check that includes pay for all hours worked during that previous week, less required deductions and the employee's authorized deductions. The Service Provider shall produce certified

payroll records within one (1) week upon receiving a written request from the City. Payments for all unused, accrued vacation time and sick leave time for each calendar year shall be paid to the Service Provider's employees within thirty (30) days of the end of the calendar year, or upon termination or voluntary leave by the employee.

Upon written request, the City may audit or inspect any and all Service Provider payroll records relating to the work pursuant to the Agreement. The Service Provider shall maintain all payroll records and time reports throughout the term of the Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS

The Service Provider shall comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, including, but not limited to, environmental, labor, and safety laws; rules, regulations, ordinances, and site permit requirements.

The Service Provider, at its sole expense, shall be responsible for handling all worker compensation injury claims. The Service Provider will be expected to cooperate with the City on all investigations, claims, or root cause investigations. The City shall have access to copies of all information related to workers' compensation claims, except where prohibited by the laws of the Health Insurance Portability and Accountability Act (HIPAA).

ATTACHMENT D

DUTIES AND RESPONSIBILITIES: SORTER

DESCRIPTION:

Under general supervision, performs the full array of duties assigned, including processing and separating by hand various materials in a safe and efficient manner, from material piles on the Materials Recovery Facility (“MRF”) tipping floor, or on a moving conveyor. Maintains a clean and hazard-free work area, demonstrates a full understanding of all applicable policies, procedures and work methods associated with assigned duties. Assists, occasionally, in training newer assigned staff and performs other related duties as assigned.

In addition to the abovementioned duties, the MRF Sorter may be required to direct vehicle traffic on the tipping floor, report any equipment malfunctions and follow standard operating procedures (SOPs).

SUPERVISION RECEIVED/EXERCISED:

General supervision is provided by an Environmental Resources Supervisor and the Environmental Resources Superintendent / Manager, or designee.

ESSENTIAL FUNCTIONS:

(including but not limited to the following)

Sorts and segregates by hand recoverable materials (e.g., aluminum, plastic, glass, paper, etc.) from incoming waste or green waste material, from material piled on the tipping floor or, on a moving conveyor.

Deposits recoverable materials safely and efficiently into appropriate containers; places separated material into appropriate piles or containers.

Assists other sorters on an as-needed basis with heavy or bulky items.

Assists customers with unloading vehicles in the self-haul area.

Follows all City safety policies and procedures, including wearing personal protective equipment (PPE) at all times and stopping the conveyor belt in emergency situations.

Inspects incoming loads for unacceptable waste, removes unacceptable items as required and arranges for handling through appropriate processes, or by notifying appropriate staff.

Communicates with equipment operators regarding incoming loads of special waste or other loads that require special attention.

Maintains a clean workstation and area.

Performs minor maintenance on equipment as necessary.

Empties and cleans waste or material receptacles.

Maintains assigned equipment and work area in a clean and orderly manner.

Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the classification)

Education and/or Experience:

The education, experience, knowledge, skills and abilities for an Environmental Resources MRF Sorter include: equivalence of a high school diploma and six (6) months of experience in MRF sorting or related work.

License/Certificate:

Possession of, or ability to, obtain a class "C" California driver license.

KNOWLEDGE, ABILITIES, AND SKILLS:

(The following are a representative sample of the knowledge, skills, and abilities necessary to perform essential duties of the position)

Knowledge:

Operations and SOPs of a MRF, use and minor maintenance of hand and power tools and equipment, cleaning supplies and equipment, operational characteristics of MRF standard equipment, occupational hazards and standard safety practices, methods and techniques for maintaining a safe and clean working environment.

Skills:

Operate standard MRF sorting equipment including, but not limited to, emergency shut-off equipment, brooms, shovels, mops, vacuum cleaners and other hand tools used in the separation of materials.

Ability:

Plan, organize and conduct work assignments, identify conditions that are unsafe and act upon them, respond courteously to needs of customers and coworkers, analyze and evaluate new and existing methods and SOPs, make adjustments to standard methods and procedures as appropriate, work independently, respond to issues and concerns of the staff, communicate clearly, understand and follow instructions, direct traffic with hand signals and hand-held flash lights, establish and maintain effective working relationships, spot and troubleshoot emerging safety issues in real time and report same.

WORKING CONDITIONS:

Position requires sitting, standing for long periods of time, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position requires both near and far vision when reading gauges, inspecting work and operating assigned equipment. Lifting, carrying and pushing tools, equipment and supplies weighing 50 pounds or more, are required. The Sorter may work outdoors in all weather conditions including wet, hot, and cold. Sorters use cleaning and lubricating chemicals, which may expose the employee to fumes, dust, and air contaminants. Sorters are exposed directly to municipal solid waste and are expected to work in noisy, dusty environments and may be exposed to pollen. Sorters are required to wear breathing apparatus, dust masks, hearing protection and other safety equipment in the regular course of duties. The Sorter may be exposed to bio-hazards, insecticide spray, industrial cleaning chemicals, paint, and may be assigned to work in confined spaces. The nature of the work also requires the Sorter to climb ladders, use power and noise producing equipment, and often work with constant distractions and interruptions.

ATTACHMENT E

DUTIES AND RESPONSIBILITIES: MAINTENANCE WORKER TRAINEE

DESCRIPTION:

Under direct supervision, performs routine and unskilled maintenance, repair, and related duties as required.

DISTINGUISHING CHARACTERISTICS:

Work performed at this level is routine, unskilled, and often repetitive in nature. Work is closely supervised, and changes or deviations are thoroughly explained in detail.

SUPERVISION RECEIVED/EXERCISED:

Direct supervision is provided by the Senior Facilities Maintenance Worker. Maintenance Worker Trainees do not routinely exercise supervision.

ESSENTIAL FUNCTIONS:

(include but are not limited to the following)

Performs unskilled, manual labor for Del Norte.

Picks up scattered trash, rubbish, and debris.

Digs post holes, ditches, and trenches.

Repairs fences, walls, and related appurtenances.

Cleans storm drains, catch basins, waterways, roadsides, and gutters.

Assists in planting, removing, and maintaining a variety of landscaping and shrubbery.

Cleans restrooms, fountains, and other publicly accessible areas.

Assists in repairing sidewalks, curbs, gutters and walkways.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the Maintenance Worker Trainee position)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Maintenance Worker Trainee. No experience is required for this level. Experience in the performance of related work is desirable.

License/Certificate:

Possession of a valid unrestricted class C California driver license is required. Depending on assignment, additional certifications and licenses may be required.

KNOWLEDGE, ABILITIES, AND SKILLS:

Knowledge:

Use and proper care for a variety of hand tools; safe and efficient work practices; techniques and materials used in general maintenance and repair; operations and maintenance of a wide variety of construction hand and power tools and equipment; safe work methods and safety regulations pertaining to the work.

Skills:

Operate a variety of small hand tools and equipment used in street maintenance and repair.

Ability:

Perform heavy and routine manual labor; understand and follow instructions; learn to operate tools and simple equipment in a variety of maintenance activities; learn to and operate a variety of vehicular and mechanical equipment in a safe and efficient manner; learn to read and maintain related machinery as needed; learn safety operations and traffic flagging; exercise independent judgment and initiative within established guidelines without close supervision.

WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the Maintenance Worker Trainee works in all weather conditions including wet, hot, and cold. The Maintenance Worker Trainee may use cleaning and lubricating chemicals which may expose the Maintenance Worker Trainee to fumes, dust, and air contaminants. The nature of the work also requires the Maintenance Worker Trainee to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles and heavy equipment as needed, work in heavy vehicle traffic conditions and often work with constant interruptions.

ATTACHMENT F

DUTIES AND RESPONSIBILITIES: OFFICE ASSISTANT I/II

DESCRIPTION:

Under general supervision of the Departmental management or designee, performs a variety of office support and clerical tasks such as greeting the public, maintaining files, processing forms and distributing documents and reports; performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The **Office Assistant I** is the entry-level class for this clerical series. Incumbents, in this classification, are expected to learn department and/or office procedures and policies and apply these appropriately to various office situations. This class is distinguished from the next higher level of Office Assistant II by the latter's responsibility for more complex assignments and the ability to work independently with little or no direct supervision. This classification provides general clerical support to the assigned work unit or departmental program.

The **Office Assistant II** is the journey level classification for the series. Incumbents at the II level perform clerical support functions as assigned with little or no direct supervision.

SUPERVISION RECEIVED/EXERCISED:

General supervision is provided by an Environmental Resources Supervisor and the Environmental Resources Superintendent / Manager, or designee.

ESSENTIAL FUNCTIONS:

(including but not limited to the following)

Receives and screens callers, evaluates and responds to inquiries regarding departmental services or official notices; refers callers to appropriate individuals and or offices; provides information to the public and employees; distributes and explains forms or written informational materials; takes messages, requests, and/or maintains appointment calendar, schedules meetings and activities for City staff and/or the public.

Assists in the preparation and distribution of agenda packets and agenda packet materials.

Assists other sorters on an as-needed basis with heavy or bulky items.

Receives and processes fees, fines or other money; prepares receipts and balances money received.

Performs general office support activities such as opening and distributing mail, processing outgoing mail and ordering office supplies.

Establishes and maintains general file and/or automated record-keeping systems; assigns alpha and/or numeric identification codes; sorts and files information; purges files; posts information to records and files to update information and documents activity transactions; conducts file search to locate misplaced documents, compiles data and/or research information.

Prepares a variety of documents such as reports, letters and contracts from handwritten, typed or voice-recorded copy; proofs and corrects copy for grammar, spelling, punctuation and conformance with established guidelines; collates and binds copies of documents produced; distributes documents.

Assists in processing time sheets, payroll/personnel transactions, claims and purchase orders/requisitions; maintains workload statistics, mileage records, supplies and fixed assets.

Takes and prepares informal meeting notes and minutes; assists in report and budget request preparation; establishes and documents clerical operational and work methods procedures.

Maintains office equipment and facilities; requests and follows up on building maintenance and custodial services; operates and performs routine preventative maintenance on office machines including data/word processors, copiers, field dispatch equipment, etc.

Coordinates with government-funded programs to locate free assistance.

Receives incoming telephone and voice radio calls, secures and records information and uses radio to dispatch necessary City services.

Demonstrates a full understanding of applicable policies, procedures and work methods associated with assigned duties.

Assists in making and confirming travel arrangements; requests travel advances; compiles expense reports.

QUALIFICATIONS:

(The following are minimal qualifications necessary for entry into the classification)

Education and/or Experience:

The education, experience, knowledge, skills and abilities for an Office Assistant I include: the equivalent to a high school diploma.

The education, experience, knowledge, skills and abilities necessary for an Office Assistant II include: the equivalent to a high school diploma and at least six (6) months of office experience in the City of Oxnard.

Some positions may require the ability to speak, read and/or write Spanish and English or other combinations of bilingual skills.

License/Certificate:

Possession of, or ability to, obtain a class "C" California driver license.

KNOWLEDGE, ABILITIES, AND SKILLS:

(The following are a representative sample of the knowledge, skills, and abilities necessary to perform essential duties of the position)

The level and scope of the knowledge and abilities listed below vary according to the I versus II levels distinguished above.

Knowledge:

Standard office and administrative policies and procedures; specified computer applications involving word processing, data entry, database access and/or standard report generation; business arithmetic; standard office practices and procedures, including filing and the operation of standard office equipment, including a computer and applicable software; business letter writing and the standard format for typed materials; methods

Agreement No. 32600002

and techniques for basic report preparation and writing; record keeping principles and practices; correct business English, including spelling, grammar and punctuation; depending on assignment, knowledge of accounting, clerical, construction, legal and computer operation terminology may be required; administrative procedures affecting inventory, purchasing, accounting and personnel/payroll transactions.

Skills:

Operate an office computer Point of Sales (POS) devices, and a variety of word processing, financial transaction and software applications; operate a variety of automated office machinery and equipment including printer, typewriter, calculator, facsimile machine, copier, multi-line telephone systems, etc.; type at a net 30 words per minute.

Ability:

Provide general clerical support to a specialized work unit, read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents and procedures in the course of the work; use sound judgment in following and applying appropriate laws, regulations, policies and procedures; learn the policies, procedures and guidelines of the department to which assigned in a timely manner; maintain accurate office files; make accurate arithmetic calculations in the receipt of moneys; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; make adjustments to standard operating procedures as is appropriate and as approved by senior staff; work independently; understand and follow instructions; plan, organize and direct the work of subordinate staff; establish and maintain effective working relationships.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data on the computer, and acute hearing is required when providing phone service and communicating in person. The need to lift, drag, and push files, computer reports or other materials weighing up to 25 pounds also is required.

EXHIBIT B

GENERAL SERVICE AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

SCHEDULE OF COMPENSATION

Position	Temporary Employee's Hourly Rate	Hourly Bill Rate Payable to Vendor	% Markup (included in hourly bill rate payable to vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Markup (included in overtime hourly bill rate payable to vendor)
Sorter FY-2025 FY-2026 FY-2027	\$20.04 \$20.58 \$21.14	\$30.96 \$31.79 \$32.66	1.5448%	\$30.06 \$30.87 \$31.71	\$46.44 \$47.69 \$48.99	1.5448%
Maintenance Worker Trainee FY-2025 FY-2026 FY-2027	\$20.04 \$20.58 \$21.14	\$30.96 \$31.79 \$32.66	1.5448%	\$30.06 \$30.87 \$31.71	\$46.44 \$47.69 \$48.99	1.5448%
Office Assistant I/II FY-2025 FY-2026 FY-2027	\$20.04 \$20.58 \$21.14	\$29.35 \$30.15 \$30.97	1.4648%	\$30.06 \$30.87 \$31.71	\$44.03 \$45.22 \$46.45	1.4648%

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)**

INSURANCE REQUIREMENTS

Prior to contract approval, **CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER** (hereafter referred to as “**SERVICE PROVIDER**”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 462500-4299 US

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT			SUBMIT IN DUPLICATE	
FOR THE CITY OF OXNARD (the "City")			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:		
Telephone:		Insurance Company:		
		Policy No.:		
NAMED INSURED		Policy Period: (from)		
		LOSS ADJUSTMENT EXPENSE Δ (to)		
TYPE OF INSURANCE		Δ In Addition to Limits		
		Δ Deductible Δ Self-Insured		
		Retention (check which) of \$		
		with an Aggregate of \$		
		coverage, Δ Per Occurrence		
		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here Δ in which case only the following specific agreements and permits with the City are covered:		
		CITY AGREEMENTS/PERMITS		
GENERAL LIABILITY		OTHER PROVISIONS		
Δ COMMERCIAL GENERAL LIABILITY		Δ Claims Made		
Δ COMPREHENSIVE GENERAL LIABILITY		Retroactive Date _____		
Δ OWNERS & CONTRACTORS PROTECTIVE		Δ Occurrence		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$		
		EACH OCCURRENCE		
		AGGREGATE		
Δ GENERAL		Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (____) _____		
Δ PRODUCTS/COMPLETED OPERATIONS				
Δ PERSONAL & ADVERTISING INJURY				
Δ FIRE DAMAGE				
Δ _____				
Δ _____				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.				
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.				
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.				
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.				
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:				
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or				
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.				
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD % Evident ID, Inc.		AUTHORIZED REPRESENTATIVE		
8520 Allison Pointe Blvd. Ste 223		Δ Broker/Agent Δ Underwriter Δ _____		
PMB 5210		I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.		
Indianapolis, Indiana 462500-4299 US		Signature _____		
		(original signature required)		
		Telephone: (____) _____		
		Date Signed _____		

[illegible]

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2025**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$20.06 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2026, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT E

GENERAL SERVICES AGREEMENT (City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall

submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its

officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

EXHIBIT F

GENERAL SERVICES AGREEMENT
(City of Oxnard and Pirate California Holdings, LLC dba Pirate Staffing)

IRAN CONTRACTING ACT CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(TO BE EXECUTED AND SUBMITTED WITH THE AGREEMENT)
Public Contract Code Sections 2202-2208

Pursuant to Public Contract Code 2204.(a) A public entity shall require a person that is submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time an Agreement is signed or renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5 or as a person described in subdivision 9b) of Section 2202.5, as applicable.

To comply with this requirement, please insert your company/entity and Federal ID number (if available) and complete **one** of the options below. Please note, California law established penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination and three-year ineligibility to bid on contract in accordance with Public Contract Code section 2205.

OPTION No.1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the company/entity identified below, and the company/entity identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or entity, for 45 days or more, if that other person or company/entity will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS in accordance with subdivision (b) of Public Contract Code 2203.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

OPTION No.2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below and attach documentation demonstrating the exemption approval.

Company Name/Financial Institution (printed): _____

Federal ID Number (or n/a): _____

By (Authorized Signature): _____

Printed Name & Title of Person Signing: _____

Date Executed _____

Executed in the County of _____ in the State of _____

RATES AND COSTS EXHIBIT A-1

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	%Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	%Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Maintenance Worker Trainee	\$19.51	\$30.14	54.5%	\$29.26	\$45.21	54.5%
Sorter	\$19.51	\$30.14	54.5%	\$29.26	\$45.21	54.5%
Office Assistant I/II	\$19.51	\$28.58	46.5%	\$29.26	\$42.87	46.5%

RATES AND COSTS EXHIBIT

Position	Temporary Employee's Hourly Pay Rate	Hourly Bill Rate Payable to Vendor	% Mark up (Included in Hourly Bill Rate Payable to Vendor)	Temporary Employee's Hourly Overtime Pay Rate	Overtime Hourly Bill Rate Payable to Vendor	% Mark up (Included in Overtime Hourly Bill Rate Payable to Vendor)
Sorter	\$16.89	\$28.58	69.20%	\$25.34	\$42.87	69.20%
Maintenance Worker Trainee	\$16.89	\$28.58	69.20%	\$25.34	\$42.87	69.20%
Office Assistant I/II	\$16.89	\$23.24	37.57%	\$25.34	\$34.86	37.57%

In case of any discrepancy between the cost per unit/services and the extended amount, the cost per unit/service shall prevail; but, if the amount set forth as an cost per unit/service amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the extended amount, then the amount set forth in the extended amount shall prevail. In case of any discrepancy between the extended amount and the total bid amount, the extended amount shall prevail; but, if the amount set forth as an extended amount is ambiguous, unintelligible, uncertain, omitted or identical to the amount listed in the total bid amount, then the amount set forth in the total bid amount shall prevail. In case of any discrepancy between words and figures in the total bid amount, the words shall prevail.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10

DATE: July 15, 2025
TO: City Council
FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org
SUBJECT: Agreement 32500487 with Cragoe Pest Services, Inc. for Landscape Pest Control Services.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute an agreement with Cragoe Pest Services, Inc. with an initial term of three years from July 16, 2025 to July 15, 2028, with an option for two consecutive one-year period extensions ending July 15, 2030, and for a total amount not to exceed \$660,000 for landscape pest control services at City parks and other City landscaped areas.

(Public Works and Transportation Committee approved 3-0 on June 24, 2025)

BACKGROUND

The City currently contracts for landscape pest control services at various City parks and other landscaped facilities. This contract provides flexibility for adjusting the service levels to match each park and facility's landscape treatment needs and budget. The City parks are inspected monthly and treated (if necessary) for gophers, ground squirrels, mice, rats, and bees.

DISCUSSION

On January 29, 2025, the Purchasing Division published a Request for Bid (RFB) PW 25-54A for landscape pest control services within City parks and other City landscapes. Three potential vendors were directly notified of the RFB, as well as the RFB being published on www.PublicPurchase.com and the City's Purchasing website. Bid submissions were due by February 26, 2025. The RFB states, "The award is based upon the vendor that has bid and can provide all items requested and has the lowest average cost total of all Locations". Therefore, based upon the bids provided, Cragoe Pest Services is the lowest bidder. The bid results for the landscape pest control services are as follows:

Contractor	Initial Treatment Bid Amount	Monthly Treatment Bid Amount	Total Bid Amount
Cragoe Pest Services	\$12,235.00	\$4,430.00	\$60,965.00
Ventura Pest Management	\$4,029.60	\$5,727.60	\$71,604.00
Payne Pest Management	\$6,545.00	\$6,545.00	\$78,540.00

Pestmasters Services	\$10,602.23	\$8,894.61	\$108,443.15
Animal and Insect Pest Management	\$9,750.00	\$12,914.00	\$164,718.00

This Agreement with Cragoe Pest Services Inc. provides monthly landscape pest control services that include, but are not limited to, gophers, ground squirrels, mice, rats, and bees in the parks and other City landscapes. Additionally, this Agreement provides for on-call services to respond to unscheduled landscape pest control issues at other City facilities. The on-call services will be requested by City Staff through Task Orders. Staff has confirmed that Cragoe Pest Services, Inc. meets all required City contractual provisions, including pest control licenses, possession of a City business tax certificate, insurance certificates, and corporate filing with the California Secretary of State. Based upon the available information and research performed to date, staff believes the vendor is capable of satisfactorily completing the services in this Agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

The total cost for this Agreement with Cragoe Pest Services, Inc. shall not exceed \$660,000 over the term of five years. Services will commence in FY 2025-26 and funds have been included in the proposed FY 2025-26 Budget. The funding for future years will be requested during the annual budget process. There is an estimated 3% annual inflation increase beginning in FY 2026-27 that is factored into the total not-to-exceed amount for this Agreement. Approval for an annual inflation factor will require a written request, with documentation, for the increase to be considered.

The on-call amounts are for services that will only be authorized by staff through an assigned Task Order for any non-routine landscape pest control services. The following Estimated Spending Plan includes the Parks Division and Special Districts Division monthly services, with estimated on-call expenses for the various departments and divisions to address potential on-call services that may be requested. These on-call services are subject to available funding within the associated department/division budgets. There is no guarantee that the on-call amounts within the Estimated Spending Plan will be spent on landscape pest control services. Parks account includes initial treatment cost for FY 2025-26.

ESTIMATED SPENDING PLAN							
Division	Account#	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Parks	1013301-53200	\$ 59,200	\$ 50,000	\$ 51,500	\$53,000	\$54,500	\$ 268,200
Special Districts	60503801-53200	\$ 6,500	\$ 6,600	\$ 6,700	\$ 6,800	\$ 7,000	\$ 33,600
	60203801-53200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,300	\$ 1,400	\$ 6,300
	60403801-53200	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,900	\$ 2,000	\$ 9,300
	40203801-53200	\$ 750	\$ 750	\$ 750	\$ 750	\$ 800	\$ 3,800
	20003801-53200	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 50,000
On-Call	Various	\$ 42,660	\$ 42,660	\$ 42,660	\$ 42,660	\$ 42,660	\$213,300
Water	6013600-53200	\$ 2,500	\$ 3,000	\$ 3,500	\$ 4,000	\$ 4,500	\$ 17,500
AWPF	6013605-53200	\$ 1,000	\$ 1,500	\$ 2,000	\$ 2,500	\$ 3,000	\$ 10,000
Wastewater	6113610-53200	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 25,000
OTC	90403201-53200	\$ 1,000	\$ 1,100	\$ 1,200	\$ 1,300	\$ 1,400	\$ 6,000
Police	1012111-53200	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 12,000

Fire Admin	1012501-53200	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 5,000
Total		\$ 135,010	\$ 127,010	\$ 129,710	\$ 132,610	\$ 135,660	\$ 660,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on June 24, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director

ATTACHMENTS

1. Agreement No. 32500487
2. Bid tabulation for RFB #25-54A
3. Prior Agreement A-8422 - Schedule of Compensation

**GENERAL SERVICE AGREEMENT
BETWEEN
THE CITY OF OXNARD AND CRAGOE PEST SERVICES, INC.**

By This General Services Agreement ("Agreement"), the CITY of Oxnard ("City") agrees to engage the services of Cragoe Pest Services, Inc. ("Service Provider"), and Service Provider agrees to perform the services for City as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. City and Service Provider may be individually referred to as "Party" or collectively as the "Parties."

1. [INTENTIONALLY OMITTED]

2. SUMMARY DESCRIPTION OF SERVICES.

This Agreement is for monthly pest control services for the city parks and other City locations

The Services to be performed pursuant to this agreement are described in the Scope of Services, attached hereto as Exhibit A. Service Provider may not be the exclusive provider of services to the City. The City does not guarantee a specified amount of work under this agreement.

3. PARTIES.

City of Oxnard, a general law and municipal corporation of the State of California, located at 300 West Third Street, Oxnard, California 93030

Cragoe Pest Services, Inc., a corporation of the State of California, located at 885 Patriot Drive, Suite D, Moorpark, California 93021

4. TERM OF AGREEMENT: From: July 16, 2025 To: July 15, 2028

- A. Time is of the essence in this Agreement.
- B. The City shall have the option for (2) two consecutive (1) one-year extensions, in accordance with the scope of work and general terms and conditions of the On-Call General Services Agreement.

- C. This Agreement shall not exceed a total of five (5) years (including the initial term and any options to extend). The City in its sole discretion may exercise the option terms upon sixty (60) days written notice to the Consultant (or any other time if the parties so agree) in accordance with Section 12 of this Agreement. The option term shall be commenced by an amendment to this agreement.
- D. All services required of Service Provider under this Agreement shall be completed on or before the end of the term of the Agreement.

5. AGREEMENT AMOUNT NOT TO EXCEED: \$660,000.00.¹

6. AGREEMENT EXHIBITS: The following documents memorialized below are the only exhibits to this agreement and are incorporated by reference as though fully set forth herein. In the event of a conflict between the Exhibits and this Agreement, the Agreement controls.

- Exhibit A: Scope of Services & Region Maps
- Exhibit B: Schedule of Compensation
- Exhibit C: Insurance Requirements: City Insurance Exhibit INS-D
- Exhibit D: Living Wage Policy
- Exhibit E: Prevailing Wage Policy

7. DESIGNATED REPRESENTATIVES. The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, Service Provider's services shall be performed or immediately supervised by the Service Provider's Representative:

City Designated Representative Name: Brandon Lopez Title: Parks Manager Phone: 805-385-7950 Email: brandon.lopez@oxnard.org Address: 1060 Pacific Avenue Bldg. 3 Oxnard, California 93030	Service Provider Designated Representative Name: David Cragoe Title: President Phone: 805-446-7003 Email: info@cragoe.net Address: 885 Patriot Drive, Suite D Moorpark, California 93021
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¹ This is not a guaranteed dollar amount. No services or work performed pursuant to a Task Order shall exceed the "Not to Exceed" Amount of the Contract or the agreed upon amount stated in the Task Order.

8. CONTRACTUAL PREREQUISITES. This Agreement must first be executed by the Service Provider, after which the Agreement shall be approved as to form by the City Attorney, then executed by the Mayor, or an authorized person on behalf of the City, and if executed by the Mayor shall also be executed by the City Clerk.

- A. Service Provider is advised that any recommendation for Agreement award is not binding on the City until the Agreement is fully executed and approved by the City.
- B. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.
- C. Service Provider shall not perform any work under this Agreement until a proof of insurance has been provided to the City as required under Section 26 of this Agreement.

9. SERVICE PROVIDER'S SERVICES.

- A. Service Provider shall perform only the type or category of services as set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 13 of this Agreement.
- B. The Services shall be coordinated with the designated City Project Manager set forth in Exhibit A and are subject to the direction of the City Manager or Department Director. Service Provider hereby designates its Project Manager, as set forth in "Exhibit A" as the person responsible for the Services who shall coordinate with City's Project Manager in executing the scope of services under this Agreement.

10. COMPENSATION. City shall pay Service Provider for the services performed pursuant to the terms of this Agreement and based on the hourly rates and fees set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Service Provider's compensation shall not to exceed amount stated in the Task Order. Under no circumstances shall the Service Provider perform work in excess of the amount stated in the Task Order or the not to exceed amount listed in Section 5 of this Agreement. Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 13 of this Agreement, and may be subject to approval by the City Council.

- A. Annual Rate and Fees adjustments must be requested in writing and accompanied by information to substantiate the request for price

adjustments. Adjustments are subject to approval by the City. Any allowable request for adjustment must be delivered to the City at least 30 days before the adjusted prices become effective. No price adjustment allowable under this Contract will be granted retroactively. The City must also be given the benefit of any decline in prices.

11. PAYMENT & INVOICES. City shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the City disputes one or more items in an invoice, the City shall, within thirty (30) days after receipt of such invoice, notify the Service Provider of the item(s) being disputed and the reason(s) therefore. The City may withhold payment for such disputed items until resolution of the dispute.

- A. Payment Request. Service Provider shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Invoices may be emailed to: pwinvoices@oxnard.org.
- B. Non-Appropriation of Funds. Payments to be made to Service Provider by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
- C. Service Provider's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Service Provider for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Service Provider for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Service Provider and its employees, agents and Subcontracted Service Providers.
- D. Service Provider shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Service Provider or materials or products provided to City by Service Provider,

Service Provider shall pay the sales tax. City shall not reimburse Service Provider for sales taxes paid by Service Provider

12. OPTION TO EXTEND AGREEMENT. When in the City's best interest, this Agreement may only be extended, if the City, in its discretion, exercises an option term in accordance with Section 4 subparagraphs (B) and (C) of this Agreement. The initial term, plus any option to extend shall not exceed a total of five (5) years. **If no option to extend the Agreement appears in section 4(B), then this Agreement shall not be extended.**

13. MODIFICATION OF AGREEMENT. This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment. The City may request that the Service Provider perform Extra Services. As used herein, "Extra Services" means any services, which are determined by the City to be necessary for the proper completion of the project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or any Task Order issued under this Agreement. A written amendment signed by both Parties shall be required to authorize performance of and payment for Extra Services under this Agreement or Task Order.

14. TERMINATION OF AGREEMENT. City may terminate this Agreement at any time, with or without cause and without penalty, upon fifteen (15) calendar days' prior written notice pursuant to Section 22 of this agreement. Such termination shall be effective on the date specified in the notice, or if no date is specified, then fifteen (15) calendar days from the date of the notice. City shall be liable to Service Provider only for work done by Service Provider up to and including the date of termination of this Agreement unless the termination is for cause, in which event Service Provider need be compensated only to the extent required by law. Service Provider may terminate this Agreement at any time during the term of the Agreement by giving the City sixty (60) calendar days' written notice.

15. [RESERVED]

16. INDEPENDENT CONTRACTOR. Service Provider is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Service Provider or any of its employees, except as stated in this Agreement. Service Provider has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Service

Provider. This Agreement shall not be interpreted to prevent or preclude Service Provider from rendering any services for Service Provider's own account or to any other person or entity as Service Provider in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services the Service Provider shall perform for the City. The City retains the right to provide general instructions to and observe the Service Provider in the performance of all services done on behalf of the City.

Service Provider and its employees, subcontractors, and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Service Provider and its employees are not employees of City. Service Provider and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Service Provider shall not, at any time or in any manner, represent that it or any of its agents, subcontractors, or employees are in any manner agents, subcontractors, or employees of City.

17. LAWFUL PERFORMANCE. Service Provider shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. Service Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

18. SAFETY REQUIREMENTS. Service Provider shall not perform any services for the City when the Service Provider is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the City's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The City reserves the right to issue restraining or cease and desist orders to Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of Service Provider's work by City shall not operate as a release of the Service Provider from such standard of care and workmanship.

19. OWNERSHIP OF SERVICE PROVIDER'S WORK PRODUCT, CONFIDENTIALITY

& DISCLOSURE. City shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by Service Provider in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by City.

- A. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Service Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.
- B. Records and Inspections. The Service Provider shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The City shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- C. Deliverables. Service Provider shall deliver to the City the studies, plans, specifications, or other documents as are identified in the Scope of Services or Task Order; and Service Provider shall, upon completion of all work, submit to the City all information developed in the course of the Service Provider 's services. Service Provider shall, in such time and in such form as the City may require, furnish reports concerning the status of services required under this Agreement. Service Provider shall, upon request by City and upon completion or termination of this Agreement, deliver to the City all material furnished to Service Provider by the City.
- D. Confidentiality. Information that is exempt from disclosure to the public is confidential. This includes information relating to the past, present, or future affairs of the City or information belonging to a third party whose information is in the City's possession or control under obligations of confidentiality. Service Provider may be granted access to information that is exempt from disclosure to the public (Government Code Section 7920.505) and may contain "trade secrets" (see Government Code Section 7924.510(f)) when it is necessary for Service Provider to perform its obligations pursuant to this Agreement. If Service Provider is granted such access to confidential information, Service Provider shall not be considered to be a member of the public as that term is used in Government Code Section 7920.515.

- E. Disclosure of Information. Service Provider shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Service Provider by the City or other information to which the Service Provider has had access during the term of this Agreement without the prior written approval of the City's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.
- F. No Warranty. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Service Provider in reliance on any Confidential Information disclosed under this Agreement.

20. ASSIGNMENT. This Agreement is for the non-professional services of Service Provider. Any attempt by Service Provider to assign the benefits or burdens of this Agreement without the prior written approval of City shall be prohibited and shall be null and void. Service Provider's services pursuant to this Agreement shall be provided by the Service Provider's Designated Representative or directly under his/her supervision, and Service Provider shall not assign another to supervise the Service Provider's performance of this Agreement without the prior written approval of City, by and through the City's Designated Representative.

21. NOTICE OF BREACH AND OPPORTUNITY TO CURE. Neither Party will be in breach of this Agreement where the breach is capable of being cured, or until written notice of the breach is received from the non-breaching Party. The Party charged with breach will have fifteen (15) calendar days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the breaching Party received notice of breach, the non-breaching Party may terminate this Agreement. Notice shall be given in the manner set forth in section 22.

22. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 7. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual

delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

23. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Service Provider shall be construed to be both a covenant and a condition.

24. WAIVER. City's review or acceptance of, or payment for, work product prepared by Service Provider under this Agreement will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Service Provider's performance. A waiver by City of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

25. INDEMNIFICATION, HOLD HARMLESS & DEFENSE.

- A. As a separate and independent covenant from Service Provider's obligations under this section, Service Provider shall to the fullest extent permitted by law, immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement or failure to comply with any of its obligations contained in this Agreement. Service Provider's liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Service Provider's obligation to indemnify and defend applies unless it is proven such liabilities covered by this Section are the result of negligence or willful misconduct of any of the Indemnitees.
- B. The duty to defend is a separate and distinct obligation from Service Provider's duty to indemnify. Service Provider shall be obligated to defend in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Service Provider of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation

negligence or willful misconduct by any of the Indemnitees shall not relieve Service Provider from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Service Provider asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the negligence or willful misconduct of any of the Indemnitees, Service Provider may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

- C. The review, acceptance or approval of Service Provider's work or work product by any of the Indemnitees shall not affect, relieve or reduce Service Provider's indemnification or defense obligations. Service Provider waives any right of contribution against City or any of City's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by Service Provider pursuant to this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to Section 26. The Service Provider's obligations under this Section of the Agreement shall survive the termination of the Agreement.
- D. Service Provider agrees to pay all required taxes on amounts paid to Service Provider under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Service Provider shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Service Provider's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Service Provider under this Agreement any amount due to City from Service Provider as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

26. INSURANCE. Service Provider shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within "Exhibit C", which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Service Provider obtain and maintain such insurance coverages. Such insurance must be issued by a company

satisfactory to the Risk Manager. Service Provider shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "Exhibit C". Maintenance of insurance coverages by Service Provider is a material element of this Agreement. Service Provider's failure to maintain or renew insurance coverages or to provide renewal evidence shall be considered a material breach of this Agreement.

27. LIVING WAGE REQUIREMENTS. During the term of this Agreement, Service Provider understands and agrees that if Living Wages are applicable subject to the 2002 Oxnard City Council Living Wage Policy, attached as "Exhibit D" to this Agreement. Service Provider will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

28. PREVAILING WAGE REQUIREMENTS. The payment of State prevailing wages as designated for Ventura County shall apply to public works projects. However, this section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work; or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work. Prevailing wages are required to be paid to all workers, including subcontracted employees. For further information regarding Prevailing Wage Requirements please refer to Exhibit "E" attached to this Agreement.

- A. To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>
- B. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.
- C. In the event that there is a difference between the amount of wages to be paid under the City of Oxnard's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. The duty to pay the correct wage is the responsibility of the Service Provider.

29. CONFLICT OF INTEREST. Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this

Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk. Acquisition or maintenance of a conflicting interest by Service Provider may result in termination of this Agreement by the City.

30. [RESERVED]

31. SUBCONTRACTING. If Service Provider requires the assistance of a subcontractor to render any services under this agreement, Consultant shall obtain prior written consent from the City before a subcontractor performs any service pursuant to this Agreement. All subcontractors shall be identified in the Scope of Work or Task Order attached to this Agreement as Exhibit A. Service Provider is fully responsible for satisfactory completion of all its subcontractors' work. All subcontractors shall be properly licensed and insured; and bonded, if applicable. Service Provider shall be responsible for all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with subcontractors performance pursuant to this Agreement or subcontractors failure to comply with any of its obligations in connection with this Agreement.

32. DISPUTES. Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the City's Designated Representative, who shall reduce this decision to writing and mail a copy to the Service Provider. The decision of the City's Designated Representative shall be final and conclusive unless Service Provider requests mediation within ten (10) calendar days. Pending final decision of a dispute, the Service Provider shall proceed diligently with the performance of the Agreement and in accordance with the decision of the City's Designated Representative.

33. DISPUTE RESOLUTION. Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be

selected by a “blindfold” process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) calendar days, unless the maximum time is extended in writing by both Parties.

34. AUDIT. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Service Provider in preparing its billings to CITY as a condition precedent to any payment to Service Provider; or for other purposes relating to the Agreement. Service Provider will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Service Provider for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Service Provider shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Service Provider shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Service Provider shall include a copy of this Section in all contracts with its subcontractors, and Service Provider shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

35. ADVERTISING AND PUBLICITY. Service Provider shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

36. NONDISCRIMINATORY EMPLOYMENT. Service Provider shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Service Provider understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Service Provider shall be responsible for such subcontractor’s compliance with this Section.

37. FORCE MAJEURE. Neither the Service Provider nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the City.

38. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

39. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

40. INTEGRATED AGREEMENT. This Agreement and the attached exhibits referenced herein to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

41. NO THIRD-PARTY BENEFICIARY. This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

42. AUTHORITY TO EXECUTE. Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

43. EXECUTION – COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature or electronic signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to

this Agreement is in the physical possession of the Party seeking enforcement thereof.

44. INCONSISTENT OR CONFLICTING TERMS. In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City's Designated Representative unless specifically agreed to in writing, and initiated by City's Designated Representative, as to each additional contractual term or condition.

45. ACKNOWLEDGEMENT. By signing below, Service Provider acknowledges that it has reviewed the City's General Services Agreement terms and conditions and insurance requirements and that Service Provider hereby agrees to full compliance.

[Signatures on next page]

In witness whereof, the Parties have entered into this Agreement effective on the date as written in section 4 and upon signature of all Parties.

CITY OF OXNARD

CRAGOE PEST SERVICES, INC.

☐ Luis Mc Arthur, Mayor² Date
☐ Jennifer Yates,³
Purchasing Manager

David Cragoe, President Date

Ruth Cragoe, Secretary⁴ Date

ATTEST:

Lourdes A. López, CITY Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, CITY Date
Attorney (always required)

² The City Council must authorize and the Mayor must execute any agreement over \$220,000.

³ The Purchasing Agent may execute any authorized agreement up to \$220,000.

⁴ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
 - For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
 - For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.
- If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of Oxnard and Cragoe Pest Services, Inc.)

SCOPE OF SERVICES

PROJECT MANAGER: Brandon Lopez / 805-385-7951 / brandon.lopez@oxnard.org

Licensing and Professional Certification

Required:

California State Contractor's License: SPCB and DPR

SERVICE DESCRIPTION

Scope:

The contractor shall furnish all labor, supervision, transportation, tools, materials, and supplies necessary to perform pest control services in accordance with the guidelines established by Federal, State, and Local Government laws, rules, and regulations. Any and all applicable EPA regulations and rules shall be followed (www.epa.gov). All services provided are to be completed by a certified, trained, and licensed Pest Control Operator in any and all categories as required by the State of California. The terms, conditions, provisions, specifications, and the schedule of this agreement are listed below.

Pest Coverage:

Monthly Landscape Pest Control including but not limited to gophers, ground squirrels, mice, rats, and bees.

Scope of Services for Monthly Landscape Pest Control

(Including but not limited to Gophers, Ground Squirrels, Mice, Rats, and Bees)

1. Pest Inspection & Assessment:

- Perform a comprehensive inspection of the landscape and surrounding areas to identify signs of pest activity or damage.
- Examine potential nesting sites, burrows, and entry points of pests such as gophers, squirrels, mice, rats, and bees.
- Document findings, noting high-risk areas and vulnerable spots to be monitored.

2. Gopher Control:

- Inspect for active gopher burrows, mounds, and tunnels.
- Use safe, non-toxic traps, baits, or repellents whenever possible to capture or deter gophers.
- Implement fumigation techniques if required (according to local regulations).

- Place physical barriers, such as underground fencing or mesh, to prevent reinfestation in high-risk areas.
- Regularly monitor traps and tunnels for ongoing activity and ensure consistent control measures are in place.

3. Ground Squirrel Control:

- Conduct regular surveys for ground squirrel activity, including burrows, nests, and signs of damage to plants.
- Implement live trapping or other eco-friendly control methods whenever possible to reduce squirrel populations.
- Apply exclusion techniques such as fencing, barriers, and natural repellents to prevent further intrusion.
- Educate clients on how to modify the landscape to deter squirrels, such as keeping food sources or waste away from the area.

4. Rodent Control (Mice and Rats):

- Inspect areas prone to rodent infestation, such as sheds, gardens, and the foundation of buildings.
- Use bait stations, traps, or snap traps to control rodent populations.
- Seal cracks, holes, and gaps in buildings and fences that could serve as entry points for rodents.
- Apply rodent repellent in areas of known activity or high risk.
- Monitor traps and bait stations, ensuring that any captured rodents are promptly removed.

5. Bee Control (Non-Lethal Methods):

- Inspect for bee colonies or hives within the landscape, especially in trees, walls, and sheds.
- Utilize bee relocation services (for active hives) or safe removal practices to protect the ecosystem while resolving issues.
- Offer preventative services such as applying bee repellents around high-traffic areas or vulnerable structures.
- Educate clients on the importance of bees for pollination, balancing pest control needs with conservation.

6. Preventative Services & Landscape Maintenance:

- Provide ongoing monitoring for pests to detect any new signs of infestation.
- Make recommendations to remove or trim plants and shrubs that attract or harbor pests.
- Suggest and implement minor landscape modifications, such as soil treatments or plant varieties that repel pests (e.g., lavender or marigolds for certain insects).
- Ensure all pest control methods are eco-friendly, using low-toxicity products whenever possible, especially in garden areas.

7. Documentation & Reporting:

- Provide monthly reports that detail all inspections, treatments, and pest control efforts.
- Track the success of implemented measures and suggest modifications or adjustments as needed.
- Record any new pest sightings and treatments for future reference.
- Offer a 24/7 hotline for urgent issues or consultations.

8. Client Education and Communication:

- Provide educational materials or tips on landscape pest prevention, including seasonal changes and pests specific to the local climate.
- Offer training for clients on how to minimize attractants, like food waste or nesting sites, that could invite pests into the landscape.
- Communicate regularly about new pest threats, treatment options, and preventative steps.
- Keep driving into properties to a minimum. Driving onto turf areas needs to be approved by City representative prior to service. Vehicles driven on to properties must be approved by City representative.

Location	Address	Acres
Beck Park	600 W. Kamala St	8.5
Cabrillo Park	1600 Ebony Dr.	6
Carty Park	3900 S. F St.	5
Civic Center/City Hall	300 W. 3rd St.	0.8
College Estates Park	1400 Gary Dr.	6.5
College Park	3250 Rose Ave.	75
Colonia Park	170 N. Juanita Dr.	10
Connelly Park	2101 Bevra	3
Del Sol Park	1500 Camino Del Sol	17.5
Durley Park	800 W. Hill St.	11
East Village Park	2051 Jacinto Dr.	6
Eastwood Memorial Park	1401 N. F St.	4.2
Fremont Tot Park	1130 N. M St.	1.5
Garden City Acres Park	5302 Cypress Rd.	5.5
Johnson Creek Park (Including sports fields)	501 E. Johnson Rd.	8.5
Kohala Park	301 Kohala St.	1
Lathrop Memorial Park	600 E. Guava St.	3
Lemonwood Park	2055 E. San Mateo PL	9.5
Marina West Park	1300 S. Novato Dr.	6.3
Orchard Park	1300 S. Novato Dr.	12.6
Oxnard Beach Park	1601 S. Harbor Blvd.	62
Oxnard Community Park East	800 Hobson Way	11
Oxnard Community Park West	801 Hobson Way	4
Plaza Park	500 S. C St.	2

Pleasant Valley Park	4501 Justin Way	10
Rio Lindo Park	841 Blanca St.	8.5
Sea Air Park	2011 9th St.	8.5
Sea View Park	1001 Offshore St.	6.5
Sierra Linda Park	1040 Indigo PL	6
Southbank Park	2610 Woodside Pl.	6
Southwest Community Park	2500 W. 5th St.	26
Southwest Community Park Extension	2500 W. 5th St.	5.5
Southwinds Park	300 W Clara St.	7.5
Thompson Park	201 N. Imperial St.	3
Via Marina Park	3301 Keel Way	12
Wilson Park	350 N. C St.	5
Central Park	3200 N. Oxnard Blvd.	5
Crescent Park	3475 Oxnard Blvd.	3
East Park	351 Indus Pl	4.5
Vineyards Park	2790 Smokey Mountain Dr.	7
Windrow Park	764 Nile River Dr.	5
Rio Vista Ballfields	3501 E. Vineyard Ave.	6.5
Rio Del Mar Ballfields	3501 E. Vineyard Ave.	6.5
Westport Park North	1103 Chesapeake Dr	3.5
Westport Park South	1403 Chesapeake Dr	1
Seabridge East	1311 S Victoria Ave	13
Seabridge West	1556 Seabridge Ln	1
Seabridge South	1556 Seabridge Ln	1.5
Harbor Island Linear Park	Farralon Way & Harbour Island Ln.	2.5
Gateway Park	Forest Park Blvd. & Garonne St.	2.5
Children's Park	American River Ct.	0.5
Oxnard Water Resource Recovery Facility: Main Campus	6001 Perkins Rd.	27
Oxnard Water Resource Recovery Facility: Headworks	5741 Perkins Rd.	2.25
Police Department	251 S C Street	0.75

Locations may be added or removed from this agreement as deemed necessary by the City. Future City Locations (Parks or City locations) may be added to this agreement. Prior to the addition of any locations, a written quote for the initial treatment and monthly maintenance costs will be required.

General Services Park Maintenance: Region 1



WILSON SENIOR CENTER

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 1



PLAZA PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



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General Services Park Maintenance: Region 1



CONNELLY PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 1



SOUTHBANK PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 1



ORCHARD PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 1



SIERRA LINDA PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



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General Services Park Maintenance: Region 1



EASTWOOD PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



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General Services Park Maintenance: Region 1



CABRILLO PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 1



FREMONT TOT PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



Path: F:\Projects\Documents\Parks and Facilities\ Aerial Maintenance Projects\GS Turf Maintenance Bid Maps\Aerial Maintenance Bid Maps.aprx

General Services Park Maintenance: Region 2



RIO LINDO PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 2



THOMPSON PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 2



COLONIA PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 2



DEL SOL PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



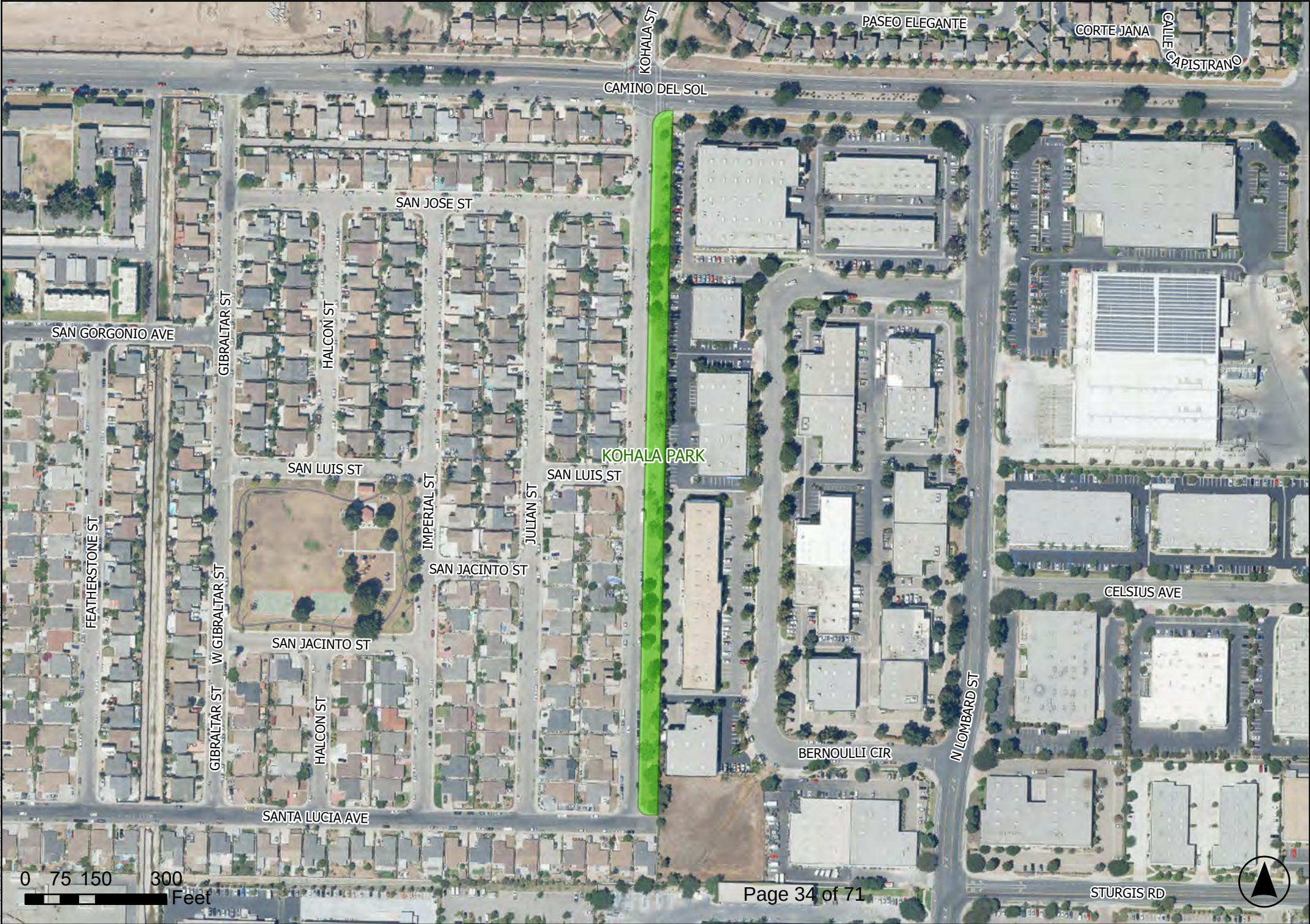
General Services Park Maintenance: Region 2



KOHALA PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



OXNARD COMMUNITY PARK EAST

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



DURLEY PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



BECK PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



OXNARD COMMUNITY PARK WEST

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



SOUTHWEST COMMUNITY PARK EAST

Park Maintenance Area

Park Name **Region**

WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



SEA AIR PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



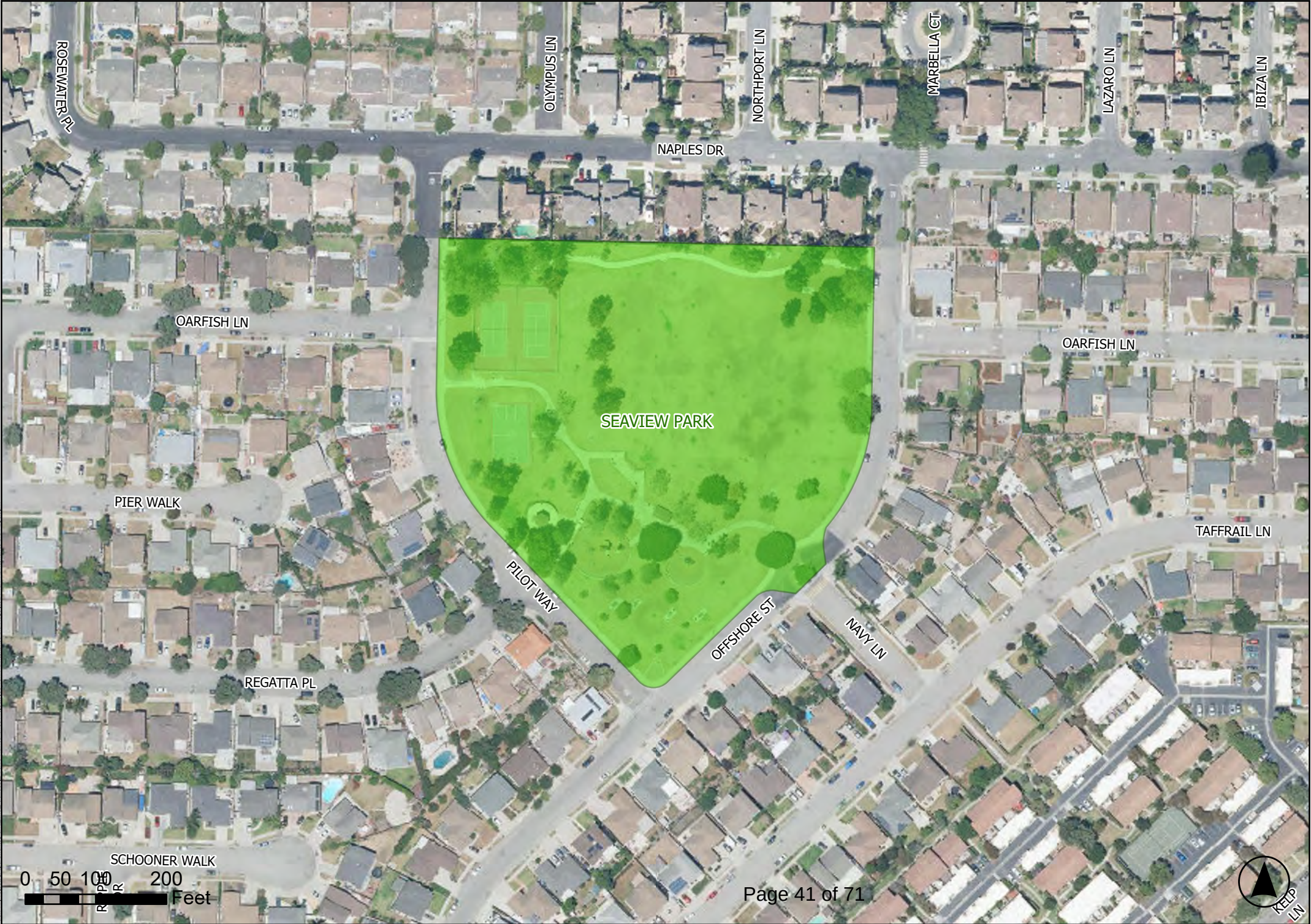
General Services Park Maintenance: Region 3



SEAVIEW PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



VIA MARINA PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



OXNARD BEACH PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



SOUTHWEST COMMUNITY PARK WEST

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 3



MARINA WEST PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



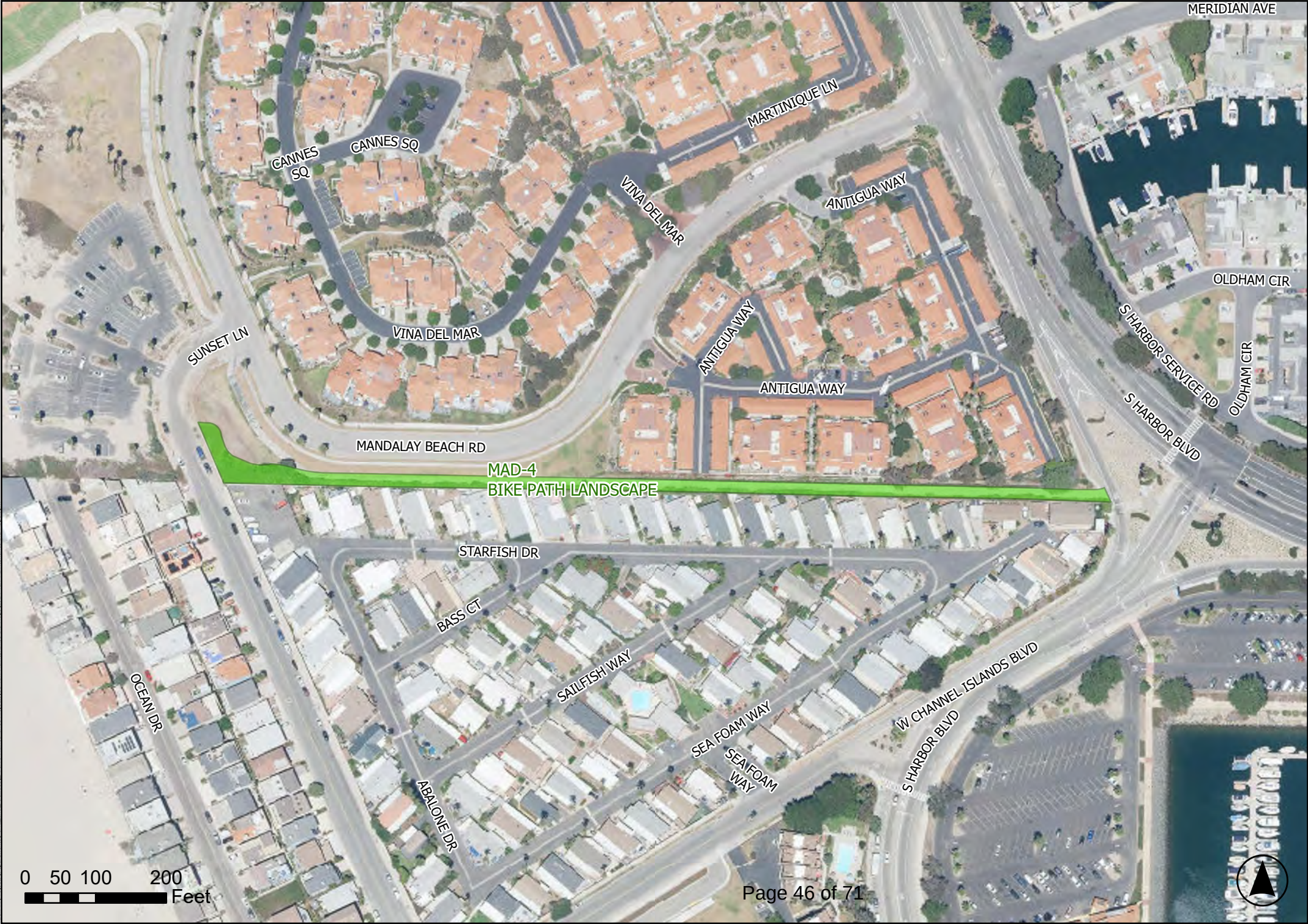
General Services Park Maintenance: Region 3



MAD-4 BIKE PATH LANDSCAPE

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 4



LATHROP PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



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General Services Park Maintenance: Region 4



CARTY PARK

Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



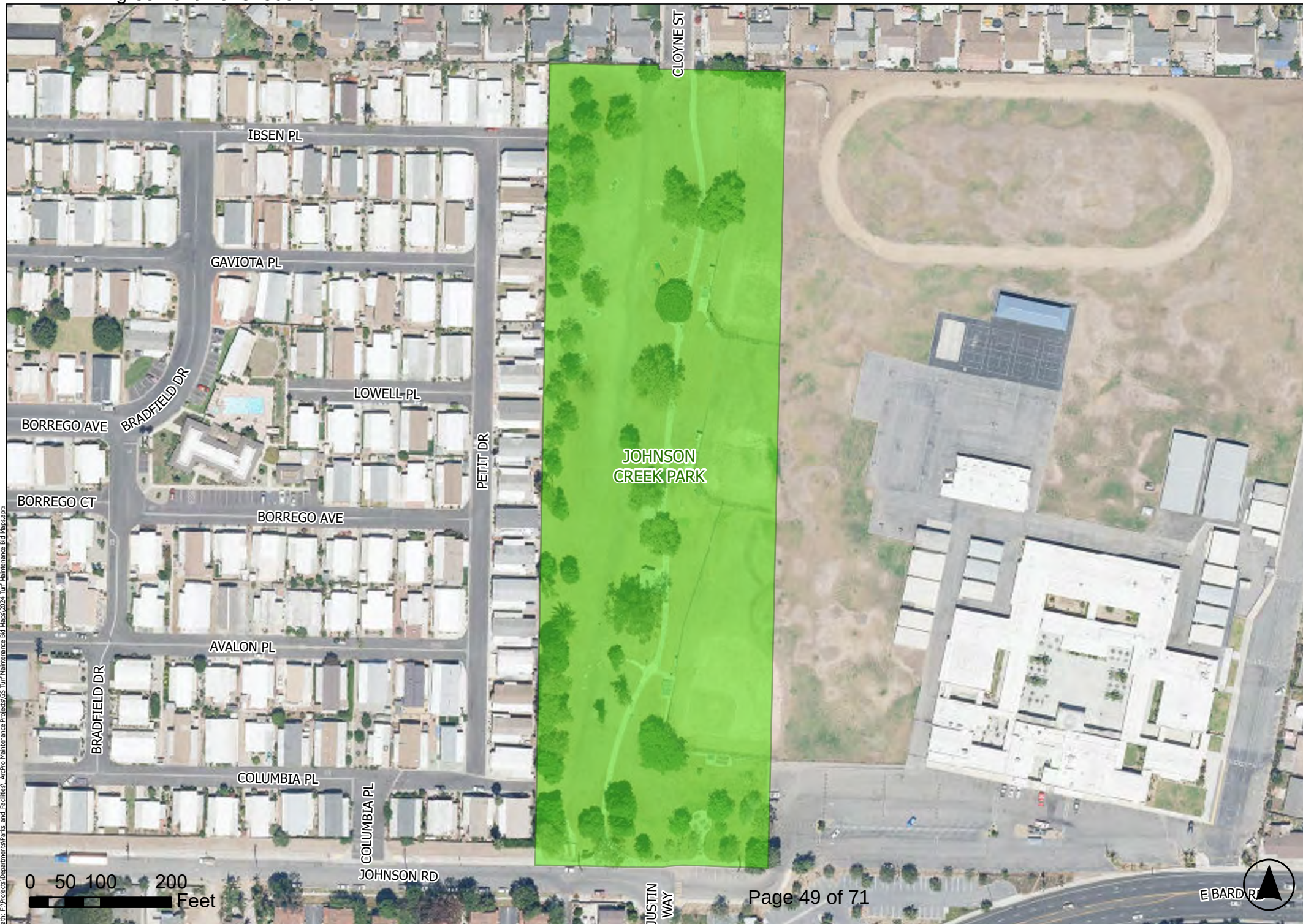
General Services Park Maintenance: Region 4



JOHNSON CREEK PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 4



COLLEGE ESTATES PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 4



SOUTHWINDS PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



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General Services Park Maintenance: Region 4



LEMONWOOD PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



General Services Park Maintenance: Region 4



PLEASANT VALLEY PARK

 Park Maintenance Area

Park Name	Region
WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4





GARDEN CITY ACRES PARK

Park Maintenance Area

Park Name Region

WILSON SENIOR CENTER	1
PLAZA PARK	1
CONNELLY PARK	1
SOUTHBANK PARK	1
ORCHARD PARK	1
SIERRA LINDA PARK	1
EASTWOOD PARK	1
CABRILLO PARK	1
FREMONT TOT PARK	1
RIO LINDO PARK	2
THOMPSON PARK	2
COLONIA PARK	2
DEL SOL PARK	2
KOHALA PARK	2
OXNARD COMMUNITY PARK EAST	3
DURLEY PARK	3
BECK PARK	3
OXNARD COMMUNITY PARK WEST	3
SOUTHWEST COMMUNITY PARK	3
SEA AIR PARK	3
SEAVIEW PARK	3
VIA MARINA PARK	3
OXNARD BEACH PARK	3
SOUTHWEST COMMUNITY PARK	3
MARINA WEST PARK	3
OXNARD BEACH PARK	3
MAD-4 BIKE PATH LANDSCAPE	3
LATHROP PARK	4
CARTY PARK	4
JOHNSON CREEK PARK	4
COLLEGE ESTATES PARK	4
SOUTHWINDS PARK	4
LEMONWOOD PARK	4
PLEASANT VALLEY PARK	4
GARDEN CITY ACRES PARK	4



GENERAL SERVICES PARK GOPHER MAINTENANCE: EAST VILLAGE PARK

~5.47 ACRES



GENERAL SERVICES PARK GOPHER MAINTENANCE: COLLEGE PARK

~26.79 ACRES



OXNARD

City of Oxnard
Geographic Information Systems
October 2021

0 50 100 200 300 400 500 600 700 800 900 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The map is for illustrative purposes only. The City does not warrant the accuracy of this map and no decision involving a risk of injury or economic loss should be made in reliance thereon.

Gopher Management Areas

Data Sources: City of Oxnard GIS Division
County of Ventura GIS Department

EXHIBIT B

**GENERAL SERVICE AGREEMENT
(City of Oxnard and Cragoe Pest Services, Inc.)**

SCHEDULE OF COMPENSATION

GENERAL FUND PARKS			
Location	Initial Treatment Cost	Monthly Cost	Annual Cost
Beck Park	\$50.00	\$50.00	\$600.00
Cabrillo Park	\$50.00	\$50.00	\$600.00
Carty Park	\$50.00	\$50.00	\$600.00
Civic Center/City Hall	\$60.00	\$60.00	\$720.00
College Estates Park	\$425.00	\$110.00	\$1,635.00
College Park	\$450.00	\$150.00	\$2,100.00
Colonia Park	\$50.00	\$50.00	\$600.00
Connelly Park	\$50.00	\$50.00	\$600.00
Del Sol Park	\$625.00	\$190.00	\$2,715.00
Durley Park	\$50.00	\$50.00	\$600.00
East Village Park	\$1,675.00	\$220.00	\$4,095.00
Eastwood Memorial Park	\$50.00	\$50.00	\$600.00
Fremont Tot Park	\$40.00	\$40.00	\$480.00
Garden City Acres Park	\$250.00	\$80.00	\$1,130.00

Johnson Creek Park (Including sports fields)	\$1,250.00	\$220.00	\$3,670.00
Kohala Park	\$50.00	\$50.00	\$600.00
Lathrop Memorial Park	\$50.00	\$50.00	\$600.00
Lemonwood Park	\$275.00	\$80.00	\$1,155.00
Marina West Park	\$50.00	\$50.00	\$600.00
Orchard Park	\$50.00	\$50.00	\$600.00
Oxnard Beach Park	\$350.00	\$130.00	\$1,780.00
Oxnard Community Park East	\$625.00	\$180.00	\$2,605.00
Oxnard Community Park West	\$475.00	\$150.00	\$2,125.00
Plaza Park	\$50.00	\$50.00	\$600.00
Pleasant Valley Park	\$375.00	\$90.00	\$1,365.00
Rio Lindo Park	\$50.00	\$50.00	\$600.00
Sea Air Park	\$550.00	\$140.00	\$2,090.00
Sea View Park	\$50.00	\$50.00	\$600.00
Sierra Linda Park	\$50.00	\$50.00	\$600.00
Southbank Park	\$50.00	\$50.00	\$600.00
Southwest Community Park	\$1,650.00	\$350.00	\$5,500.00

Southwest Community Park Extension	\$875.00	\$200.00	\$3,075.00
Southwinds Park	\$50.00	\$50.00	\$600.00
Thompson Park	\$50.00	\$50.00	\$600.00
Via Marina Park	\$50.00	\$50.00	\$600.00
Wilson Park	\$50.00	\$50.00	\$600.00
Oxnard Water Resource Recovery Facility: Main Campus	\$250.00	\$100.00	\$1,350.00
Oxnard Water Resource Recovery Facility: Headworks	\$50.00	\$50.00	\$600.00
Police Department	\$50.00	\$50.00	\$600.00
SPECIAL DISTRICT PARKS			
Location	Initial Treatment cost	Monthly Cost	Annual Cost
Central Park	\$50.00	\$50.00	\$600.00
Crescent Park	\$50.00	\$50.00	\$600.00
East Park	\$50.00	\$50.00	\$600.00
Vineyards Park	\$50.00	\$50.00	\$600.00
Windrow Park	\$175.00	\$80.00	\$1,055.00
Rio Vista Ballfields	\$80.00	\$80.00	\$960.00
Rio Del Mar Ballfields	\$80.00	\$80.00	\$960.00

Westport Park North	\$50.00	\$50.00	\$600.00
Westport Park South	\$50.00	\$50.00	\$600.00
Seabridge East	\$50.00	\$50.00	\$600.00
Seabridge West	\$50.00	\$50.00	\$600.00
Seabridge South	\$50.00	\$50.00	\$600.00
Harbor Island Linear Park	\$60.00	\$60.00	\$720.00
Gateway Park	\$50.00	\$50.00	\$600.00
Children's Park	\$40.00	\$40.00	\$480.00
On-Call As-Needed Bee Removal Services			
Location			Hourly Rate
Fire Admin – 360 West Second Street			\$125.00
Fire Station 1 – 491 South K Street			
Fire Station 2 – 531 East Pleasant Valley Road			
Fire Station 3 – 150 Hill Street			
Fire Station 4 – 230 West Vineyard Avenue			
Fire Station 5 – 1450 Colonia Road			
Fire Station 6 – 2601 Peninsula Road			
Fire Station 7 – 3300 Turnout Park			
Fire Station 8 – 3000 South Rose Avenue			
Civic Center – 305 West Third Street			
Downtown Parking Structure – 324 South B Street			
Oxnard Transit Center (OTC) – 201 East Fourth Street			
Water Yard – 251 South Hayes Avenue			
Advanced Water Purification Facility (AWPF) – 5700 Perkins Road			
All locations listed under General Fund Parks and Special District Parks			
OTHER COST			
Low Infestation			\$400.00/acre
Medium Infestation			\$800.00/acre
High Infestation			\$1,200.00/acre
Hourly Rate as-needed			\$125.00/hour
Service Provider's markup on the purchase of approved materials as needed shall not exceed fifteen percent (15%) of the Service Provider's costs.			

EXHIBIT C

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Cragoe Pest Services, Inc.)**

INSURANCE REQUIREMENTS

Prior to contract approval, CONSULTANT/SERVICE PROVIDER/SELLER/BIDDER (hereafter referred to as "SERVICE PROVIDER") must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email. If you have not received your request or are having difficulty with electronic upload, contact insurance@oxnard.org

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR, [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**CITY OF OXNARD % Evident ID, Inc.
8520 Allison Pointe Blvd. Ste 223
PMB 5210
Indianapolis, Indiana 46250-4299 US**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
						ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER				POLICY INFORMATION:			
Telephone: NAMED INSURED				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)			
				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
☐ Claims Made Retroactive Date _____ ☐ Occurrence							
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD % Evident ID, Inc. 8520 Allison Pointe Blvd. Ste 223 PMB 5210 Indianapolis, Indiana 462500-4299 US				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____			

[illegible]

EXHIBIT D

**GENERAL SERVICES AGREEMENT
(City of Oxnard and Cragoe Pest Services, Inc.)**

LIVING WAGE POLICY

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Service Provider shall compensate any employee of Service Provider who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Service Provider shall pay such employee no less than \$19.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Service Provider agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

D. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2024**

Service Provider shall compensate any employee of Service Provider who provides Services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit E. While this Agreement is in effect, Service Provider shall pay such employee no less than \$19.51 per hour for each hour that such employee provides Services under this Agreement. This hourly rate shall be adjusted on July 1, 2025, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Service Provider shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Service Provider agrees to post, at a location readily accessible to those employees providing Services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Service Provider fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Service Provider, effective immediately.

c. In addition, if Service Provider fails to comply with the Living Wage Policy in any manner, Service Provider shall pay to City a fine of \$500 and shall pay to any employee providing Services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Service Provider shall pay such fine and penalty within fifteen (15) calendar days after the City Manager or designee provides written notice to Service Provider of the amount owed.

EXHIBIT E

GENERAL SERVICES AGREEMENT (City of Oxnard and Cragoe Pest Services, Inc.)

PREVAILING WAGE

1. Service Provider acknowledges that the Project defined in the Agreement between Service Provider and CITY is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Service Provider shall perform the Project as a public work. Service Provider shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Service Provider acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Service Provider shall post such rates at each job site covered by this Agreement.
3. Service Provider is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Service Provider shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Service Provider shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Service Provider or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Service Provider shall comply with Labor Code Section 1776, which requires Service Provider and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform CITY of the location of the records.
6. Service Provider shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Service Provider shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Service Provider and each of its subcontractors shall

submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Service Provider may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Service Provider must immediately notify City.

8. Service Provider is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Service Provider shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.

9. Service Provider acknowledges that 8 hours labor constitutes a legal day's work. Service Provider shall comply with and be bound by Labor Code Section 1810.

10. Service Provider shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Service Provider shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Service Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Service Provider's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Service Provider shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Service Provider shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Service Provider shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Service Provider shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent, Service Provider shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its

officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Service Provider, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Service Provider under this Section shall survive Agreement termination.

Animal and Insect Pest Management, Inc.				Cragoe Pest Services, Inc.			Payne Pest Management			Pestmaster Services L.P.			Ventura Pest Management, Inc.		
Location	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month (\$)	Initial Treatment Cost (\$)	Total Monthly Cost (\$)	Total Cost for 12 month(\$)
Beck Park	\$250.00	\$528.00	\$6,586.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$90.00	\$90.00	\$1,080.00
Cabrillo Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$156.61	\$1,880.17	\$120.00	\$120.00	\$1,440.00
Carty Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$90.00	\$90.00	\$1,080.00
Civic Center/City Hall	\$0.00	\$99.00	\$1,188.00	\$60.00	\$60.00	\$720.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
College Estates Park	\$0.00	\$99.00	\$1,188.00	\$425.00	\$110.00	\$1,635.00	\$85.00	\$85.00	\$1,020.00	\$262.48	\$145.30	\$1,860.78	\$90.00	\$180.00	\$2,250.00
College Park	\$250.00	\$396.00	\$5,002.00	\$450.00	\$150.00	\$2,100.00	\$680.00	\$680.00	\$8,160.00	\$157.48	\$141.36	\$1,712.44	\$60.00	\$120.00	\$1,500.00
Colonia Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$175.33	\$173.11	\$2,079.54	\$90.00	\$90.00	\$2,250.00
Connelly Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Del Sol Park	\$250.00	\$528.00	\$6,586.00	\$625.00	\$190.00	\$2,715.00	\$170.00	\$170.00	\$2,040.00	\$209.98	\$161.88	\$1,990.66	\$90.00	\$180.00	\$2,250.00
Durley Park	\$250.00	\$660.00	\$8,170.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$131.23	\$131.15	\$1,573.88	\$60.00	\$60.00	\$720.00
East Village Park	\$250.00	\$198.00	\$2,626.00	\$1,675.00	\$220.00	\$4,095.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$120.00	\$240.00	\$3,000.00
Eastwood Memorial Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$131.23	\$131.15	\$1,573.88	\$90.00	\$90.00	\$1,080.00
Fremont Tot Park	\$0.00	\$66.00	\$792.00	\$40.00	\$40.00	\$480.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$36.00	\$36.00	\$432.00
Garden City Acres Park	\$250.00	\$264.00	\$3,418.00	\$250.00	\$80.00	\$1,130.00	\$85.00	\$85.00	\$1,020.00	\$236.23	\$141.36	\$1,791.19	\$90.00	\$90.00	\$1,080.00
Johnson Creek Park (Including sports fields)	\$250.00	\$132.00	\$1,834.00	\$1,250.00	\$220.00	\$3,670.00	\$85.00	\$85.00	\$1,020.00	\$419.96	\$346.24	\$4,228.60	\$60.00	\$120.00	\$1,500.00
Kohala Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$446.23	\$262.22	\$3,330.65	\$36.00	\$72.00	\$900.00
Lathrop Memorial Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Lemonwood Park	\$250.00	\$198.00	\$2,626.00	\$275.00	\$80.00	\$1,155.00	\$85.00	\$85.00	\$1,020.00	\$498.73	\$193.54	\$2,627.67	\$90.00	\$90.00	\$1,080.00
Marina West Park	\$250.00	\$264.00	\$3,418.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$120.73	\$119.97	\$1,440.40	\$60.00	\$60.00	\$720.00
Orchard Park	\$250.00	\$176.00	\$2,362.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$230.98	\$235.73	\$2,824.01	\$90.00	\$90.00	\$1,080.00
Oxnard Beach Park	\$250.00	\$264.00	\$3,418.00	\$350.00	\$130.00	\$1,780.00	\$595.00	\$595.00	\$7,140.00	\$351.73	\$146.50	\$1,963.23	\$120.00	\$240.00	\$3,000.00
Oxnard Community Park East	\$250.00	\$528.00	\$6,586.00	\$625.00	\$180.00	\$2,605.00	\$170.00	\$170.00	\$2,040.00	\$262.48	\$209.97	\$2,572.15	\$90.00	\$90.00	\$1,080.00
Oxnard Community Park West	\$250.00	\$528.00	\$6,586.00	\$475.00	\$150.00	\$2,125.00	\$85.00	\$85.00	\$1,020.00	\$209.98	\$207.00	\$2,486.98	\$90.00	\$90.00	\$1,080.00
Plaza Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$36.00	\$36.00	\$432.00
Pleasant Valley Park	\$250.00	\$132.00	\$1,834.00	\$375.00	\$90.00	\$1,365.00	\$85.00	\$85.00	\$1,020.00	\$262.48	\$209.97	\$2,572.15	\$120.00	\$240.00	\$3,000.00
Rio Lindo Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Sea Air Park	\$250.00	\$792.00	\$9,754.00	\$550.00	\$140.00	\$2,090.00	\$85.00	\$85.00	\$1,020.00	\$246.73	\$156.74	\$1,970.87	\$120.00	\$240.00	\$3,000.00
Sea View Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$115.48	\$114.72	\$1,377.40	\$60.00	\$60.00	\$720.00
Sierra Linda Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$230.98	\$235.73	\$2,824.01	\$60.00	\$60.00	\$720.00
Southbank Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$393.73	\$299.17	\$3,684.60	\$60.00	\$60.00	\$720.00
Southwest Community Park	\$250.00	\$792.00	\$5,002.00	\$1,650.00	\$350.00	\$5,500.00	\$255.00	\$255.00	\$3,060.00	\$472.48	\$419.64	\$5,088.85	\$120.00	\$240.00	\$3,000.00
Southwest Community Park Extension	\$250.00	\$396.00	\$9,754.00	\$875.00	\$200.00	\$3,075.00	\$85.00	\$85.00	\$1,020.00	\$262.48	\$246.91	\$2,978.49	\$120.00	\$240.00	\$3,000.00
Southwinds Park	\$250.00	\$165.00	\$2,230.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$209.98	\$141.33	\$1,764.61	\$120.00	\$240.00	\$3,000.00
Thompson Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$89.23	\$89.17	\$1,070.10	\$60.00	\$60.00	\$720.00
Via Marina Park	\$250.00	\$264.00	\$3,418.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$175.33	\$173.12	\$2,079.55	\$90.00	\$90.00	\$1,080.00
Wilson Park	\$250.00	\$198.00	\$2,626.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$272.98	\$99.39	\$1,366.27	\$60.00	\$60.00	\$720.00
Central Park	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Crescent Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$39.60	\$39.60	\$480.00
East Park	\$0.00	\$99.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Vineyards Park	\$250.00	\$165.00	\$2,230.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Windrow Park	\$250.00	\$165.00	\$2,230.00	\$175.00	\$80.00	\$1,055.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$90.00	\$180.00	\$2,250.00
Rio Vista Ballfields	\$250.00	\$264.00	\$3,418.00	\$80.00	\$80.00	\$960.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$72.00	\$900.00
Rio Del Mar Ballfields	\$250.00	\$330.00	\$4,210.00	\$80.00	\$80.00	\$960.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$72.00	\$900.00
Westport Park North	\$0.00	\$66.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Westport Park South	\$0.00	\$66.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Seabridge East	\$0.00	\$66.00	\$1,188.00	\$50.00	\$50.00	\$600.00	\$170.00	\$170.00	\$2,040.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Seabridge West	\$0.00	\$66.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Seabridge South	\$0.00	\$99.00	\$792.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$36.00	\$36.00	\$432.00
Harbor Island Linear Park	\$250.00	\$132.00	\$1,834.00	\$60.00	\$60.00	\$720.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$60.00	\$60.00	\$720.00
Gateway Park	\$250.00	\$528.00	\$6,586.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$30.00	\$30.00	\$360.00
Children's Park	\$0.00	\$66.00	\$792.00	\$40.00	\$40.00	\$480.00	\$85.00	\$85.00	\$1,020.00	\$157.48	\$157.48	\$1,889.76	\$30.00	\$30.00	\$360.00
Oxnard Water Resource Recovery Facility: Main Campus	\$250.00	\$792.00	\$9,754.00	\$250.00	\$100.00	\$1,350.00	\$255.00	\$255.00	\$3,060.00	\$293.39	\$293.39	\$3,520.68	\$240.00	\$480.00	\$6,000.00
Oxnard Water Resource Recovery Facility: Headworks	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$187.95	\$125.91	\$1,572.96	\$120.00	\$240.00	\$3,000.00
Police Department	\$250.00	\$132.00	\$1,834.00	\$50.00	\$50.00	\$600.00	\$85.00	\$85.00	\$1,020.00	\$84.98	\$84.98	\$1,019.76	\$60.00	\$60.00	\$720.00
\$9,750.00				\$12,914.00		\$164,718.00	\$12,235.00		\$4,430.00	\$60,965.00	\$6,545.00		\$6,545.00	\$78,540.00	\$10,602.23
													\$8,894.61	\$108,443.15	\$4,029.60
														\$5,727.60	\$71,604.00

Schedule of Compensation Exhibit B-2
Effective April 1, 2024

GENERAL FUND PARKS		
Location	Initial Treatment	Monthly Cost
Beck Park	\$ 89.23	\$ 89.17
Cabrillo Park	\$ 157.48	\$ 156.61
Carty Park	\$ 89.23	\$ 89.17
Civic Center/City Hall	\$ 157.48	\$ 157.48
College Estates Park	\$ 262.48	\$ 145.30
College Park	\$ 157.48	\$ 141.36
Colonia Park	\$ 175.33	\$ 173.11
Connelly Park	\$ 89.23	\$ 89.17
Del Sol Park	\$ 209.98	\$ 161.88
Durley Park	\$ 131.23	\$ 131.15
East Village Park	\$ 157.48	\$ 157.48
Eastwood Memorial Park	\$ 131.23	\$ 131.15
Fire Station #5	\$ 157.48	\$ 157.48
Fremont Tot Park	\$ 89.23	\$ 89.17
Garden City Acres Park	\$ 236.23	\$ 141.36
Johnson Creek Park	\$ 209.98	\$ 173.12
Kohala Park	\$ 446.23	\$ 262.22
Lathrop Memorial Park	\$ 89.23	\$ 89.17
Lemonwood Park	\$ 498.73	\$ 193.54
Marina West Park	\$ 120.73	\$ 119.97
Orchard Park	\$ 230.98	\$ 235.73
Oxnard Beach Park	\$ 351.73	\$ 146.50
Oxnard Community Park East	\$ 262.48	\$ 209.97
Oxnard Community Park West	\$ 209.98	\$ 207.00
Plaza Park	\$ 89.23	\$ 89.17
Pleasant Valley Park	\$ 262.48	\$ 209.97
Rio Lindo Park	\$ 89.23	\$ 89.17
Sea Air Park	\$ 246.73	\$ 156.74
Sea View Park	\$ 115.48	\$ 114.72
Sierra Linda Park	\$ 230.98	\$ 235.73
Southbank Park	\$ 393.73	\$ 299.17
Southwest Community Park	\$ 472.48	\$ 419.64
Southwest Community Park Extension	\$ 262.48	\$ 246.91
Southwinds Park	\$ 209.98	\$ 141.33
Thomas Park	\$ 89.23	\$ 89.17
Via Marina Park	\$ 175.33	\$ 173.12
Wilson Park	\$ 272.98	\$ 99.39

Schedule of Compensation Exhibit B-2
Effective April 1, 2024

SPECIAL DISTRICT PARKS		
Location	Initial Treatment	Monthly Cost
Central Park	\$ 157.48	\$ 157.48
Crescent Park	\$ 157.48	\$ 157.48
East Park	\$ 157.48	\$ 157.48
Vineyards Park	\$ 157.48	\$ 157.48
Windrow Park	\$ 157.48	\$ 157.48
Rio Vista Ballfields	\$ 157.48	\$ 157.48
Rio Del Mar Ballfields	\$ 157.48	\$ 157.48
Westport Park North	\$ 157.48	\$ 157.48
Westport Park South	\$ 157.48	\$ 157.48
Seabridge East	\$ 157.48	\$ 157.48
Seabridge West	\$ 157.48	\$ 157.48
Seabridge South	\$ 157.48	\$ 157.48
Harbor Island Linear Park	\$ 157.48	\$ 157.48
Gateway Park	\$ 157.48	\$ 157.48
Childrens' Park	\$ 157.48	\$ 157.48
WASTEWATER		
Location	Initial Treatment	Monthly Cost
Oxnard Wastewater Treatment Plant	\$ 293.39	\$293.39
Headworks Facility	\$187.95	\$125.91
COST FOR LOCATIONS CURRENTLY NOT IDENTIFIED IN SCOPE		
Low Infestation	\$89.23/Acre	\$89.23/Acre
Medium Infestation	\$115.48/Acre	\$115.48/Acre
High Infestation	\$141.73/Acre	\$141.73/Acre



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11

DATE: July 15, 2025
TO: City Council
FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994, terrel.harrison@oxnard.org
SUBJECT: Ordinance Revising the Cultural Arts Commission Powers & Duties.

RECOMMENDATION

That the City Council adopt Ordinance 3061 titled:

"ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING SECTION 2-131 TO THE OXNARD CITY CODE UPDATING THE POWERS AND DUTIES OF THE CULTURAL ARTS COMMISSION"

BACKGROUND

Ordinance No. 3061 was introduced to the City Council at its June 3, 2025, meeting. The Council voted to introduce the ordinance, with a vote of 7-0 for first reading by title only, waiving further reading. If adopted by the Council on July 15, 2025, the ordinance will take effect thirty days thereafter.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to reinforce, stabilize, improve, and strengthen the organizational foundation of the City in order to build a modern, high-functioning City government that effectively and efficiently supports the operating departments in providing high-quality services and programs for our residents and businesses.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing and Development committee approved 3-0 on May 13, 2025 to approve the staff recommendation and forward the item to Council for approval.

Prepared by: Julie Estrada, Management Analyst

ATTACHMENTS

1. Ordinance_Cultural Arts Commission_Powers and Duties (2)
2. Cultural Arts Commission Powers and Duties - Red Line Copy

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 3061

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
AMENDING SECTION 2-131 TO THE OXNARD CITY CODE
UPDATING THE POWERS AND DUTIES OF THE CULTURAL
ARTS COMMISSION

WHEREAS, the City of Oxnard established the Cultural Arts Commission (“CAC”) as a Citizen Advisory Group in 2014; and

WHEREAS, the powers and duties of the CAC were carried over from the former Cultural Arts Committee composed of two City Councilmembers and appointed volunteers; and

WHEREAS, the powers and duties have not been reviewed since the CAC’s establishment in 2014; and

WHEREAS, the powers and duties cause confusion among members as they imply decision-making authority for this advisory board; and

WHEREAS, the CAC has struggled with membership retention in recent years due to this confusion, resulting in meeting cancellations and project delays; and

WHEREAS, the CAC has reviewed the existing powers and duties and recommended modifications to streamline their functions; and

WHEREAS, the CAC approved these modifications on February 3, 2025; and

WHEREAS, the City Council desires to amend the existing ordinance related to the CAC’s powers and duties to reflect the changes proposed by the CAC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 2-131 of the Oxnard City Code is hereby amended to read as follows:

“Sec 2-131. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the cultural arts in the community;
- (B) Advise and make recommendations on the quality, quantity, scope, and style of public arts projects administered by the City; nominate members to serve on selection panels and review and recommend funding for these projects;
- (C) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;

- (D) Participate in the development of the strategic public art plan and longer-ranged strategic public art plans;
- (E) Perform other art, cultural and arts education duties as may from time to time be prescribed by the City Council; and
- (F) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations from time to time as the cultural arts commission may determine necessary to support cultural arts in the community.”

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council’s adoption of the ordinance.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Luis A. Mc Arthur, Mayor

Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

ATTACHMENT #2: Powers & Duties Comparison

Cultural Arts Commission

Sec 2-130. ESTABLISHED; QUALIFICATIONS.

- (A) There is hereby established a cultural arts commission composed of seven members.
- (B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

Sec 2-134. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

- (A) Advise the city council on all matters pertaining to the cultural arts in the community;
- ~~(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and/or related art projects and proposals;~~
- ~~(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;~~
- ~~(D) Provide a local, state and national network of support and supporters of the local arts;~~
- ~~(E)(B) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of request for proposals matches skills assessed by evaluators in the review process;~~
- ~~(F)(C) Advise and make recommendations on the quality, quantity, scope, and style of Develop public arts projects administered by the City; that include developing written materials for soliciting participation, Nominate members to serve on appointing and training selection panels, and reviewing and recommending funding for these projects to ensure integrity of such processes;~~
- ~~(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;~~
- ~~(H)(D) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals;~~
- ~~(I)(E) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;~~
- ~~(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and~~
- ~~(F) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council.~~
- ~~(K)(G) Prepare and submit an annual report of activities to the city council and make such other reports and recommendations from time as the cultural arts commission may determine necessary to support cultural arts in the community.~~



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. L.1

DATE: July 15, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Public Hearing and Election on Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of Amendment to Funding and Acquisition Agreement. (20 minutes)

RECOMMENDATION

That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay):

1. Hold a public hearing to receive public testimony regarding the proposed changes to Community Facilities District No. 9 (Northshore at Mandalay Bay);
2. Adopt A Resolution Calling a Special Election to Modify the Rate and Method of Apportionment of the Special Tax Relating to the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, and Revise the Appropriations Limit of Said Community Facilities District;
3. Conduct an Election;
4. Adopt A Resolution Canvassing the Results of the Change Proceedings Election Held within the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay); and
5. Adopt A Resolution of Approving Certain Modifications to the City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), and Approving the Execution and Delivery of An Amendment to Funding and Acquisition Agreement A-8376 in Connection Therewith.

Please click the following link to view the required Measure M pre-recorded presentation video:

<https://youtu.be/6m2teDmEO5Y>

BACKGROUND

Community Facilities Districts ("CFDs") are established pursuant to the provisions of the California Government Code Section 53311 et seq. (commonly known as the "Mello-Roos Community Facilities Act of 1982") (the "Act"), and are a form of financing district that can be used by developers as approved by cities, counties, school districts, and special districts. CFDs raise money through special taxes that must be approved by 2/3 of the qualified voters within a CFD. The City Council is the legislative body of any CFD that is formed by the City. Most often, CFDs are formed by the landowner prior to subdivision development. A CFD can be formed to finance a wide list of improvements, which include roads, water facilities, sewers, and schools. They are also used to finance ongoing maintenance services of the facilities or for services such as remediation of hazardous substances, landscaping, streets, lighting, and drainage facilities. The special taxes are secured by a continuing lien and are levied against properties within the CFD on an annual basis. The revenue stream is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, and to pay for services, or a combination thereof.

As part of a proposed development, the City established Community Facilities District No. 6 (Northshore at Mandalay Bay) (the "2006 CFD") in 2006. This CFD was for the prior proposed development located in the City, at the

northeastern corner of the intersection of West Fifth Street and Harbor Boulevard, and now commonly known as “Northshore at Mandalay Bay” (the “Property”). It was to finance the cost and expense of providing public improvements and services within the 2006 CFD.

In 2021, the then-owner requested a new CFD and dissolution of the 2006 CFD. Following proceedings, CFD No. 9 (Northshore at Mandalay Bay) (“CFD 9”) was formed and the 2006 CFD was dissolved. CFD 9 included (a) a facilities special tax for the life of any bond issues, (b) a services special tax in perpetuity, and (c) an environmental special tax for remediation, operation, and maintenance activities as required and approved, for the duration needed, by the Department of Toxic Substances Control (“DTSC”). CFD 9 has a not-to-exceed bond authorization of \$22,500,000.

The current owner and developer, Fifth Harbor Owner, LLC (the “Landowner”), has requested certain modifications to CFD 9 to increase the facilities special tax, (no changes are recommended for the environmental special tax), add a new special Tax for State Parks, and to increase the bond authorization from \$22,500,000 to \$40,000,000. Staff has requested the general services special tax be increased as well to better reflect the cost of services, with the concurrence of the developer. These changes still maintain the integrity of the 1.8% average effective tax rate.

The current development plan is for 292 single-family residences.

DISCUSSION

Purpose. CFD 9 was formed for the purpose of funding the following:

(a) public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, including but not limited to all or a portion of sanitary sewer, water, street, storm drain, park facilities, public art, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs (the “Facilities”) through the levy of a Special Tax – Facilities to pay debt service on one or more bond issues or pay-as-you-go facilities as long as bonds are outstanding;

(b) services including, but not limited to, landscaping, streetlighting, maintenance of sewer, storm drain, irrigation systems, beaches and parks, beach patrol, canal and harbor maintenance, and weed abatement (the “General Services”) through the levy of a Special Tax – Services on an annual basis in perpetuity; and

(c) the remediation of any hazardous substance released or threatened to be released into the environment on the Property and any associated operation, maintenance and/or monitoring activities as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”), and any additional remedial activities or protective measures (collectively, the “Remediation Services”) through the levy of a Special Tax - Environmental on an annual basis as long as determined by DTSC.

The Landowner requested that a new special tax, to be known as the “Special Tax – State Park Maintenance Services,” be added and included within CFD 9 to fund a fee for State Park services for Resource Protection Measures at Mandalay State Beach. Services funded via the Special Tax - State Parks are required under Condition No. 92 of the original conditions of development imposed upon the developer. The Landowner has also requested that the facilities special tax be increased, and staff recommends and the Landowner agrees that the general services special tax be increased. The cost estimates of facilities, services, and State Park services have been reviewed and updated. All parties have reviewed the parameters of the modified special tax formula or the Amended and Restated Rate and Method of Apportionment (the “Amended RMA”), which includes the assigned and maximum amended special tax for the Facilities, the amended special tax for the General Services, a new special tax for State Parks, and the existing special tax for Remediation Services. The Special Taxes will be levied each year according to the Amended RMA and placed on the County property tax rolls.

Special Tax – Facilities. The annual Special Tax – Facilities levy is used to pay debt service on bonds or for facilities on a pay-as-you-go basis, or a combination thereof. Upon completion of the modification and election process for the CFD and once development has progressed sufficiently as determined by the City (estimated to be sometime in the next few years), the City anticipates that CFD 9 will issue one or more series of Special Tax Bonds (the “Bonds”), to acquire the Facilities built by the Landowner and to pay or reimburse the Landowner for the payment of certain impact fees related to

Facilities as provided in an Amended and Restated Funding and Acquisition Agreement (to be brought before the Council at the next meeting), and to reimburse the Landowner for formation costs and modification costs of CFD 9 as provided in the Deposit and Reimbursement Agreement for modification (and the Deposit and Reimbursement Agreement relating to the formation proceedings). The bond authorization for the District is proposed to be increased from a not-to-exceed amount of \$22.5 million to a not-to-exceed amount of \$40 million. It is the intent of CFD 9 to issue one or more series of Bonds with a 30-year maturity with escalating debt service of 2% per year.

The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Facilities for developed property in case the number of residential units built is less than estimated. Once developed property is taxed, undeveloped and contingent property will be taxed if needed. The maximum Special Tax –Facilities escalates at an annual rate of 2%.

Attachment 6 (attached hereto) contains a description of the estimated facilities, the impact fees, and an estimated budget therefore. The budget exceeds the amount of facilities and fees, which are currently estimated to be financed by the Bonds. Facilities, including fees, not financed by the CFD are still required to be provided by the Landowner. The landowner has requested a higher bond authorization than estimated within the attachment due to anticipated increases in construction expenses between the approval of this item and actual construction. Bonds will be issued in the amount necessary to fund these expenses and are not required to be issued at the not-to-exceed maximum amount of \$40 million.

Special Tax – Services. The Special Tax – Services will be levied annually in perpetuity to finance the General Services. Attachment 7 (attached hereto) contains a description and estimated budget of the general services to be provided. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Services escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

Special Tax – Environmental. The Special Tax – Environmental will be collected by the CFD and turned over to the newly formed nonprofit, the Northshore Environmental Conservancy (“NEC”), to pay for the annual budget of Remediation Services that is approved by DTSC, all as provided in a Special Tax and Disbursement Agreement among the City (on behalf of itself and the CFD), the Landowner and NEC, with the DTSC as a beneficiary thereto. The Special Tax Disbursement Agreement is being relied on by the Landowner and DTSC as a means by which the Remediation Services will be funded and is considered a debt or obligation of CFD 9.

The Amended RMA includes an assigned tax and a backup tax for the Special Tax – Environmental for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Environmental escalates at an annual rate of 2%. Upon the issuance of a certificate of completion, or its substantial equivalent by DTSC for all of the Remediation Services, the Special Tax – Environmental will no longer be levied. Estimated costs associated with the Special Tax - Environmental are not changing and are not included as an attachment to this report.

Special Tax – State Park Maintenance Services. The Special Tax – State Park Maintenance Services will be levied annually [in perpetuity] to finance the State Park fee and services. Attachment 8 (attached hereto) contains a description and estimated budget of the State Park fee and services to be provided. The Special Tax – State Park Maintenance Services will be collected by the CFD and turned over to the State as provided in an agreement to be entered into between the CFD 9, Landowner, and the State. The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – State Park Maintenance Services for developed property in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – State Park Maintenance Services escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

Process. A petition to modify CFD 9 has been received from the Landowner covering the Property, consisting of approximately 90 acres.

First Step (completed at City Council meeting on June 26, 2025): The City Council approved the form of a deposit and reimbursement agreement with the Landowner. The Landowner made a deposit of \$27,000 to the City toward the costs of modifying CFD 9, including the costs of consultant time. The costs of modifying the CFD 9 are the responsibility of the Landowner. If bonds are issued, the Landowner will be reimbursed from the proceeds of the bonds. Also on June 26,

the City Council adopted a resolution of consideration relating to the Proposed Modifications to CFD 9 and set a public hearing for July 15, 2025.

Second Step (at City Council meeting on July 15, 2025): City Council, acting as the legislative body of CFD 9, (a) holds a public hearing on the proposed modifications, (b) provided there is no majority protest, adopts a resolution calling for election, (c) conducts a special mailed ballot election, (d) adopts a resolution canvassing the election, and (e) adopts a resolution of change and approving the Amendment to Funding and Acquisition Agreement. The Landowners have waived election timelines, so an election may be held on July 15, 2025, to authorize the increase of the facilities and general services special taxes and increase in authorized bonded indebtedness. Should the proposition pass with a two-thirds vote from the qualified voters (the Landowners), the City may adopt the resolution of change.

At a later date, the CFD in its sole discretion, will determine the final amount of Bonds issued. The proposed maximum bond authorization is \$40,000,000. The “not to exceed” bond amount for the CFD is based on Facilities costs and available Special Tax - Facilities.

Currently, it is not expected that Bonds will be authorized for issuance or sale until the development is well underway and the Facilities are at or near completion, at which time documents relating to the issuance and sale of the bonds will be brought to the City Council for its approval.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no direct financial impact of approving these resolutions. There is no financial impact on the General Fund.

COMMITTEE OUTCOME

This item is a continuation of an item previously brought to the City Council on June 26, 2025.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager

ATTACHMENTS

1. Resolution Calling Election
2. Resolution Canvassing Election
3. Resolution of Change
4. A-8376 Funding and Acquisition Agreement - Original Exhibit A
5. First Amendment to Funding and Acquisition Agreement A-8376
6. Staff Report Exhibit A - Estimated Description and Budget of Facilities
7. Staff Report Exhibit B - Estimated Description and Budget of Services
8. Staff Report Exhibit C - Estimated Description and Budget of State Parks Fees and Services
9. Special Districts Map
10. Special Districts List
11. Presentation

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), CALLING A SPECIAL ELECTION TO MODIFY THE RATE AND METHOD OF APPORTIONMENT OF THE SPECIAL TAX RELATING TO SAID COMMUNITY FACILITIES DISTRICT, INCREASE CERTAIN SPECIAL TAX RATES, ADD A NEW SPECIAL TAX, INCREASE THE MAXIMUM BONDED INDEBTEDNESS, AND REVISE THE APPROPRIATIONS LIMIT OF SAID COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Oxnard, California (the “City”), on September 7, 2021, adopted its Resolution No. 15,482 (the “Resolution of Intention”) stating its intention to form the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “District”) consisting of certain property within the City (the “Property”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, pursuant to Resolution No. 15,483, adopted on September 7, 2021 (the “Resolution of Intention to Incur Bonded Indebtedness”), the Council declared its intention to finance certain facilities and incidental expenses through the incurrence of bonded indebtedness in an amount not to exceed \$22,500,000 for the District (the “Original Bonded Indebtedness”); and

WHEREAS, on October 5, 2021, the Council held a public hearing as required by law and the Act on all matters pertaining to the formation of the District, including the boundaries of the District, the special taxes relating to the District (the “Original Special Taxes”), including the special tax for certain facilities (the “Original Special Tax - Facilities”), the special tax for general “Special Tax – Services”) and the special tax for certain remediation services (the “Special Tax - Environmental”), the description of the authorized facilities (the “Facilities”) and the authorized general services (the “General Services”) and the authorized remediation services (the “Remediation Services,” and together with the General Services, the “Services”) and the incurrence of the Original Bonded Indebtedness, and such matters were not precluded by a majority protest; and

WHEREAS, following said public hearing, the Council adopted Resolution No. 15,492 on October 5, 2021, determining the validity of prior proceedings, and establishing the District (the “Resolution of Formation”); and

WHEREAS, pursuant to Sections 53313 .5 and 53314.9 of the Act, the Council approved a Funding and Acquisition Agreement by and between the City, acting on behalf of the District and MPL Property Holdings LLC (the “Funding and Acquisition Agreement”) relating to the construction, acquisition, payment and reimbursement of the Facilities, which Funding and Acquisition Agreement was assumed by Fifth Harbor Owner, LLC (the “Owner”); and

WHEREAS, the map of the boundaries of the District (the “Map”) has been recorded in the Office of the County;

WHEREAS, the Council, in its capacity as the legislative body of the District (the “Legislative Body”) called and duly held an election within the District pursuant to Resolution No. 15,493 (the “Resolution Calling Election”) adopted on October 5, 2021, for the purpose of presenting to the qualified electors propositions for the levy of the Original Special Tax – Facilities, the Special Tax – Services and the Special Tax – Environmental and the authorization to issue the Original Bonded Indebtedness related to the Original Special Tax - Facilities; and

WHEREAS, as shown in Resolution No. 15,494 (the “Resolution Declaring Results”), the canvass of the votes cast in the District at the special election held on October 5, 2021, resulted in a unanimous vote of the qualified electors voting at said election; and

WHEREAS, pursuant to Ordinance No. 3004 adopted by the Legislative Body on October 19, 2021, the District is authorized to levy the Original Special Taxes within the District at the rates and pursuant to the formulas set forth in the Resolution of Formation (the “Original RMA”); and

WHEREAS, the District has not yet incurred any indebtedness; and

WHEREAS, Owner, the current owner of the Property, has approached the District to consider certain modifications to the District pursuant to the Act; and

WHEREAS, the Legislative Body has received a petition and waiver from the Owner of the Property (the “Petition”) and on June 26, 2025 adopted Resolution No. 15,991 (the “Resolution of Consideration”) instituting change proceedings to (i) modify the Original RMA to increase the rates for the Special Tax – Facilities and the Special Tax – Services and add a new special tax for State park maintenance (the “Special Tax – State Park Maintenance”); (ii) increase the maximum bonded indebtedness for the District; and (iii) revise the appropriations limit for the District, in accordance with the terms of this Resolution (collectively, the “Proposed Modifications”), and requesting an amendment to the Funding and Acquisition Agreement; and

WHEREAS, on July 15, 2025, this Council held a noticed hearing as required by law relative to the Proposed Modifications;

WHEREAS, at said hearing all persons not exempt from the special taxes of the District desiring to be heard on all matters pertaining to the Proposed Modifications were heard and a full and fair hearing was held;

WHEREAS, at said hearing evidence was presented to this Legislative Body on said matters before it, and this Legislative Body at the conclusion of said hearing was and is fully advised in the premises; and

WHEREAS, this Legislative Body wishes to present to the qualified electors of the District a proposition on the Proposed Modifications.; and

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. The above recitals are true and correct.

PART 2 Written protests against the Proposed Modifications to the District were not filed by (a) fifty percent (50%) or more of the registered electors of the District, or six (6) registered voters, whichever is greater, residing within the District, or (b) the owners of one-half (½) or more of the area of land included within the District.

PART 3. Pursuant to Government Code Section 53338, the Legislative Body hereby calls a special election and submits to the qualified electors of the District a proposition (the “Proposition”) of the Proposed Modifications, consisting of (i) modification of the original Rate and Method of Apportionment to increase the rates for the Special Tax – Facilities and the Special Tax – Services and authorize the levy of a new special tax for State park maintenance known as the Special Tax – State Park Maintenance, pursuant to the Amended RMA; (ii) increase of the maximum bonded indebtedness for the District from not to exceed \$22.5 million to not to exceed \$40 million; and (iii) revision of the appropriations limit for the District to an amount equal to \$40 million, all in accordance with the terms of the Resolution of Consideration. The form of the Proposition is attached as Exhibit “A.”

PART 4. The City Council hereby directs that the special election be conducted by the City Clerk of the City of Oxnard, as the elections official.

PART 5. The time for notice having been waived by the qualified electors, the date of the special election for the District on the Proposition shall be on the 15th day of July, 2025. There being no registered voters residing within the territory of the District at the time of the protest hearing and ninety (90) days prior thereto, there being less than twelve (12) landowners in the District, and the requirements of Section 53326 of the Act having been waived by all landowners, the ballot for the special election shall be hand delivered to the landowner within the District. Each landowner shall have one (1) vote for each acre or portion thereof that it owns within the District, as provided by Section 53326 of the Act. The voter ballot shall be returned to the City Clerk at 300 West Third Street, Oxnard, CA 93030, no later than 11:00 o’clock p.m. on July 15, 2025. However, the election may be closed within the concurrence of the City Clerk, as soon as the ballot is returned.

PART 6. Notice of said election and written argument for or against the measure have been waived by the landowners.

PART 7. The District shall constitute a single election precinct for the purpose of holding said election.

PART 8. The City Clerk shall personally deliver or cause the personal delivery of the ballots to the landowner(s) upon adoption of this Resolution.

PART 9. This Resolution shall take effect upon its adoption.

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The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 15th day of July, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. Lopéz, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

OFFICIAL BALLOT

**CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(NORTHSHORE AT MANDALAY BAY)**

CHANGE PROCEEDINGS ELECTION

July 15, 2025

To vote, mark an “X” in the voting square after the word “YES” or after the word “NO.”
All marks otherwise made are forbidden.

This ballot represents votes.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Oxnard at 300 West Third, Oxnard, CA 93030.

YES	
NO	

PROPOSITION: Shall the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “District”), approve changes to the District to (i) modify the original Rate and Method of Apportionment to increase the rates for the Special Tax – Facilities and the Special Tax – Services and authorize the levy of a new special tax for State park maintenance (the “Special Tax – State Park Maintenance”), pursuant to the Amended Rate and Method of Apportionment of Special Taxes (the “Amended RMA”), (ii) increase the maximum bonded indebtedness for the District from not to exceed \$22.5 million to not to exceed \$40 million; and (iii) revise the appropriations limit for the District, all in accordance with the terms of Resolution of Consideration approved on June 26, 2025?

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD,
CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF
OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT
MANDALAY BAY), CANVASSING THE RESULTS OF THE CHANGE
PROCEEDINGS ELECTION HELD WITHIN SAID DISTRICT

WHEREAS, the City Council (the “Council”) of the City of Oxnard (the “City”), acting as the legislative body (the “Legislative Body”) of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “District”), has previously conducted change proceedings and adopted a resolution of consideration on June 26, 2025 (the “Resolution of Consideration”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the “Act”), pertaining to (i) modifying the original rate and method of apportionment of special taxes (as amended, the “Amended RMA”) to increase the rates for the Special Tax – Facilities and the Special Tax – Services and add a new special tax for State park maintenance (the “Special Tax – State Park Maintenance”) (as such terms are defined in the Resolution of Consideration); (ii) increasing the maximum bonded indebtedness for the District; and (iii) revising the appropriations limit for the District, in accordance with the terms of the Resolution of Consideration (collectively, the “Proposed Modifications”), and the calling of a special election in regard to the foregoing; and

WHEREAS, on July 15, 2024, a special election was held within the District relative to the Proposed Modifications (the “Proposition”); and

WHEREAS, the City Clerk has completed a Certificate of Election Official certifying that the Proposition was approved by the requisite 2/3 of the votes cast by qualified electors of the District.

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. The above recitals are true and correct and are incorporated herein by reference.

PART 2. It is hereby determined that the special election conducted within the District was duly and validly conducted.

PART 3. Two-thirds or more of the votes of the qualified electors of the District at the special election held on July 15, 2025 were cast in favor of the Proposition, and the Proposition carried.

PART 4. The Council, acting as the legislative body of the District, is authorized to levy the special taxes as specified in the Amended RMA attached to the Resolution of Consideration.

PART 5. The District is authorized to incur indebtedness in the amended aggregate maximum principal amount of \$40,000,000.

PART 6. The appropriations limit for the District as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution is amended and set at \$40,000,000 for fiscal year 2025-26.

PART 7. The City Clerk is hereby directed and authorized to record notice of the Special Tax by recording a Amendment to Notice of Special Tax Lien of City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) in the office of the County Recorder of the County of Ventura within fifteen (15) days of the date hereof pursuant to Section 3114.5 of the California Streets and Highways Code.

PART 8. This Resolution shall take effect upon its adoption.

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The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 15th day of July, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. Lopéz, City Clerk

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, ACTING AS THE LEGISLATIVE BODY OF THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), APPROVING CERTAIN MODIFICATIONS TO THE CITY OF OXNARD COMMUNITY FACILITIES DISTRICT NO. 9 (NORTHSHORE AT MANDALAY BAY), AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO FUNDING AND ACQUISITION AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City Council (the “Council”) of the City of Oxnard, California (the “City”), in its capacity as the legislative body (the “Legislative Body”) of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the “District”), has previously conducted proceedings pertaining to certain modifications to the District, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California; and

WHEREAS, the Legislative Body called and duly held a special election in the District pursuant to a resolution (the “Resolution Calling Election”) adopted on July 15, 2025, for the purpose of presenting to the qualified electors the District a proposition (the “Proposition”) on modifications to the District to (i) modify the rate and method of apportionment of special tax (as amended, the “Amended RMA” as described in detail and attached hereto as Exhibit “A” and incorporated herein by this reference), to increase the rates for the Special Tax – Facilities and the Special Tax – Services and add a new special tax for state park maintenance (the “Special Tax – State Park Maintenance”) (as such terms are defined in the Resolution of Consideration adopted by the Legislative Body on June 26, 2025 (the “Resolution of Consideration”)); (ii) increase the maximum bonded indebtedness for the District from not to exceed \$22,500,000 to \$40,000,000; and (iii) revise the appropriations limit for the District to \$40,000,000 (collectively, the “Proposed Modifications”), all in accordance with the terms of the Resolution of Consideration; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Act, the special election was held on July 15, 2025; and

WHEREAS, at such election the Proposition for making the Proposed Modifications was approved by the qualified electors of the District; and

WHEREAS, pursuant to Sections 53313.5 and 53314.9 of the Act, the Council approved a Funding and Acquisition Agreement by and between the City, acting on behalf of the District and MPL Property Holdings LLC (the “Funding and Acquisition Agreement”) relating to the construction, acquisition, payment and reimbursement of certain facilities and fees, which Funding and Acquisition Agreement was assumed by Fifth Harbor Owner, LLC (the “Owner”); and

WHEREAS, in light of the approved modifications to the District, the Owner, requests the Funding and Acquisition Agreement be modified; and

WHEREAS, there is presented at this meeting and on file in the office of the City Clerk an Amendment to the Funding and Acquisition Agreement (the “Amendment,” and, as amended, the Amended Funding and Acquisition Agreement”), by and between the Owner and the District, relating to facilities and fees to be acquired and funded by the District, attached as Exhibit “B” hereto and by this reference incorporated herein; and

WHEREAS, the Owner has approved the Amendment; and

WHEREAS, the District has determined that it is necessary and desirable to enter into the Amendment and that the Amended Funding and Acquisition Agreement will be beneficial to the residents of the City.

WHEREAS, pursuant to Ordinance No. 3004 adopted by the Legislative Body on October 19, 2021, the District is authorized to levy the Special Taxes within the District at the rates and pursuant to the formulas set forth in the Amended RMA; and

NOW, THEREFORE, the City Council of the City of Oxnard, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), does resolve as follows:

PART 1. The above recitals are true and correct.

PART 2. The boundaries of the District have not changed nor has the Special Tax – Environmental for the Remediation Services. The type of Facilities are more fully described in Exhibit “A” attached to the Resolution of Consideration and by this reference incorporated herein. The type of General Services and State Park Maintenance Services authorized to be provided within the District are additional services under the Act and are a result of the increased demand of development within the District and are more fully described in Exhibit “B” and Exhibit “C,” respectively, attached to the Resolution of Consideration and by this reference incorporated herein.

PART 3. In order to finance the Facilities, General Services, the Remediation Services and the State Park Maintenance Services, the Council shall levy annually in accordance with procedures contained in the Act and the Amended RMA and secured by recordation of a continuing lien against all nonexempt real property in the District, (i) the Amended Special Tax – Facilities sufficient to pay for the Facilities, (ii) the Amended Special Tax – Services sufficient to fund the General Services, (iii) a Special Tax – Environmental sufficient to fund the Remediation Services, and (iv) a new Special Tax – State Park Maintenance sufficient to fund the State Park Maintenance Services, including the costs of administering the levy and collection of such Special Taxes and incidental expenses related thereto. The Amended Special Tax – Facilities, Amended Special Tax – Services, Special Tax – Environmental and Special Tax – State Park Maintenance shall be referred to collectively as the “Special Taxes.”

PART 4. The rate and method of apportionment and manner of collection of the Special Taxes is described in detail in the Amended RMA. The Amended RMA allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

PART 5. Upon recordation of an amendment to the notice of special tax lien pursuant to Section 3117.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Special Taxes shall continue to attach to all nonexempt real property of the District, and this lien shall continue in force and effect until the Special Tax obligation is prepaid or otherwise permanently satisfied and the lien cancelled in accordance with law or until collection of the tax by the District ceases.

PART 6. The Council finds that the Facilities, General Services, Remediation Services and State Park Maintenance Services are necessary to meet the increased demand put upon the City as a result of the development within the District.

PART 7. The Council finds that there is not an *ad valorem* property tax currently being levied on property within the District for the exclusive purpose of paying principal of or interest on bonds or other indebtedness incurred to finance construction of capital facilities which provide the same services to the territory of the District as provided by the Facilities.

PART 8. The Council hereby approves the increase of the authorization of the District to incur bonded indebtedness to a maximum aggregate principal amount not to exceed \$40,000,000 within District for the purpose of financing all or a portion of the Facilities and incidental expenses. The maximum term of any series of the bonds shall in no event exceed forty (40) years. The bonds or any series thereof shall bear interest at a rate not to exceed the lesser of twelve percent (12%) per annum or the maximum interest rate permitted by law, with the actual rates and times of payment to be determined at the time of sale thereof.

PART 9. Except for property within the District that is exempt, wholly or partially, from the levy of the Special Taxes specified in the Amended RMA, the whole of the property within the District shall pay for the applicable bonded indebtedness pursuant to the levy of the Special Tax – Facilities authorized by this Resolution of Change.

PART 10. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, and the provisions of Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, the Council hereby continues the accountability measures pertaining to the levy by the District of the Special Taxes.

PART 11. The appropriation limit for the District is hereby modified and confirmed as an amount equal to \$40,000,000 as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

PART 12. That said form of Amendment presented at this meeting and on file with the City Clerk be and is hereby approved, with such changes as may be approved by the Mayor, City

Manager or Finance Director, said officer's execution thereof to evidence approval of the changes. The Mayor, City Manager or Finance Director is hereby authorized and directed to execute the Amendment on behalf of the District with such execution to be attested to by the City Clerk.

PART 13. This Resolution shall take effect upon its adoption.

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The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 15th day of July, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. Lopéz, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

AMENDED RATE AND METHOD OF APPORTIONMENT

**AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT FOR
CITY OF OXNARD
COMMUNITY FACILITIES DISTRICT NO. 9
(Northshore at Mandalay Bay)**

Three Special Taxes, as hereinafter defined, shall be levied on all Assessor's Parcels in the City of Oxnard (the "City") Community Facilities District No. 9 (Northshore at Mandalay Bay) ("CFD No. 9") and collected each Fiscal Year commencing in Fiscal Year 2024/25, in amounts determined by the City or its designee, through the application of the Rate and Method of Apportionment as described below. All real property in CFD No. 9, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Dwelling Unit" means a secondary residential unit of limited size, as defined in California Government Code Section 65852.2 as that may be amended from time to time, that is accessory to a single-unit dwelling located on an Assessor's Parcel.

"Acre" or "Acreage" means that acreage shown on the Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event that the Assessor's Parcel Map or Assessor's Data shows no acreage, the Acreage for any Assessor's Parcel may be determined by the CFD Administrator based upon the applicable condominium plan, final map, parcel map or calculated using available spatial data and GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 9: the costs of any paying agents/fiscal agents/trustees related to Bond payments (including the fees and expenses of its counsel), banking and management; the costs of computing the Special Tax Requirements, the Special Taxes and of preparing the collection schedules for the Special Taxes; the costs of collecting the Special Taxes, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of California law (including the Act) and the federal securities laws; costs of responding to public inquiries regarding the Special Taxes; the costs of the City or designee related to an appeal of the Special Taxes or interpretation of the Rate and Method of Apportionment; amounts needed to pay rebate to the federal government related to Bonds; and the costs of commencing and pursuing to completion any foreclosure action arising from delinquent Special Taxes in the City. Administrative Expenses shall also include an allocable share of the salaries of City staff and an allocable portion of City overhead costs relating to the foregoing, or costs of the City in any way related to the establishment or administration of the City. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 9 for any other administrative purposes of CFD No. 9.

"Assessor's Data" means the property characteristic data compiled and maintained by the County Assessor for each Assessor's Parcel, including, but not limited to, Assessor's Parcel Number, Building Square Footage, and Units.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" or "APN" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County for purposes of identification.

"Assigned Special Tax - Environmental" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Assigned Special Tax - Facilities" means the Assigned Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Authorized Environmental Services" means the services related to environmental operations, maintenance, and monitoring authorized to be funded, in whole or in part, by CFD No. 9.

"Authorized Facilities" means the public facilities and capital fees, authorized to be financed, in whole or in part, by CFD No. 9, including by the proceeds of any CFD No. 9 Bonds.

"Authorized Maintenance Services" means the services authorized to be funded, in whole or in part, by CFD No. 9.

"Backup Special Tax - Environmental" means the Backup Special Tax - Environmental applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Backup Special Tax - Facilities" means the Backup Special Tax - Facilities applicable to each Assessor's Parcel of Developed Property, as determined in accordance with Section C below.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by or on behalf of CFD No. 9 under the Act. Bonds also includes any bonds issued to refinance a previous bond issue.

"Boundary Map" means that map recorded with the County recorder's office in Book 20 at Page 27 as Document Number 20210928- 00178472-0.

"Building Square Footage" or "Building Square Feet" or, singularly, "Building Square Foot" means the building square footage assigned to each Assessor's Parcel, which may be determined by referencing (i) Assessor's Data, (ii) site surveys, and/or (iii) other research by the CFD Administrator. The Building Square Footage of an Assessor's Parcel shall include the square footage of all Units on the Assessor's Parcel.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements, and providing for the levy and collection of the Special Taxes.

"CFD No. 9" means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay).

"City" means the City of Oxnard, California.

"City Council" means the City Council, acting as the legislative body of CFD No. 9.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles – Riverside – Orange County Area, measured as of the month of April in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

"County" means the County of Ventura.

"Debt Service" means for each Debt Year, the total amount of principal and interest due for any Bonds of CFD No. 9.

"Debt Year" means each 12-month period designated as such, or by a similar term, in the Indenture for each series of Bonds.

"Developed Property" means for each Fiscal Year, all Taxable Property, exclusive of Taxable Contingent Property, for which a Building Permit was issued on or before June 1 of the prior Fiscal Year. For example, Taxable Property for which a Building Permit was issued on or before June 1 of the prior Fiscal Year (i.e., June 1, 2024), would be treated as Developed Property for Fiscal Year 2024/25.

"Disbursement Agreement" means the Special Tax Disbursement Agreement executed on [DATE].

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"GIS" or "Geographic Information System" means a system designed to capture, store, manipulate, analyze, manage, and present spatial or geographic data.

"Indenture" means the indenture, fiscal agent agreement, resolution, or other instrument pursuant to which Bonds for CFD No. 9 are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Maximum Special Tax" means, individually or collectively, as the context requires, the Maximum Special Tax – Facilities, the Maximum Special Tax – Services, and/or the Maximum Special Tax – Environmental.

"Maximum Special Tax - Environmental" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Facilities" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax - Services" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

"Maximum Special Tax – State Park Maintenance Services" means the Maximum Special Tax determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property.

“Outstanding Bonds” means all Bonds that are outstanding under and in accordance with the provisions of the Indenture.

“Pay-As-You-Go Expenditure” means Pay-As-You-Go Revenue which is used or set aside for Authorized Facilities. Pay-As-You-Go Expenditures may be included in the Special Tax Requirement until all Authorized Facilities have been constructed or acquired.

“Pay-As-You-Go Revenue” means Special Tax - Facilities revenues that are available after being used or set aside for Debt Service and Administrative Expenses.

“Property Owner Association Property” means, for each Fiscal Year, any property within the boundaries of CFD No. 9 that is owned by a property owner association, including any master or sub-association, as of January 1 of the prior Fiscal Year.

“Property Type” means either Single Family Residential Property, Taxable Contingent Property, or Tax-Exempt Property.

“Proportionately” means for Developed Property, Taxable Contingent Property and Undeveloped Property that the ratio of each Special Tax levy to the related Maximum Special Tax is equal for all Assessors’ Parcels of Developed Property, Taxable Contingent Property and Undeveloped Property, respectively.

“Public Property” means property within the boundaries of CFD No. 9 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public right-of-way has been granted to the federal government, the State, the County, the City, or any local government or other public agency, provided that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

“Rate and Method of Apportionment” means this Rate and Method of Apportionment of Special Tax for CFD No. 9.

“Services Operating Reserve” means one or more accounts (whether funded by Special Taxes – Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the Services Operating Reserve may not exceed the Services Operating Reserve Requirement.

“Services Operating Reserve Requirement” means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – Services that may be levied on Taxable Property in such Fiscal Year.

“Single Family Residential Property” means all Assessor’s Parcels of Developed Property with a residential structure intended for a single Unit.

“Special Tax(es)” means, individually or collectively as the context requires, Special Tax – Facilities, Special Tax – Services, Special Tax – State Park Maintenance Services, and/or Special Tax – Environmental.

“Special Tax – Environmental” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Environmental.

“Special Tax – Facilities” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Facilities.

"Special Tax – Services" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – Services.

"Special Tax – State Park Maintenance Services" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property within CFD No. 9 to fund the Special Tax Requirement – State Park Maintenance Services.

"Special Tax Requirements" means, collectively, Special Tax Requirement – Facilities, Special Tax Requirement – Services, Special Tax Requirement – Environmental, and Special Tax Requirement – State Park Maintenance Services.

"Special Tax Requirement - Environmental" means that amount required in any Fiscal Year for CFD No. 9 to pay for Authorized Environmental Services as determined by the budget set forth in the Disbursement Agreement (as such Disbursement Agreement may be amended from time to time). The budget set forth in the _ Disbursement Agreement is inclusive of contingency and reserves. The Special Tax – Environmental will not contribute to Administrative Expenses.

"Special Tax Requirement - Facilities" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay Debt Service on all Outstanding Bonds which is due in such Fiscal Year; (2) pay Administrative Expenses; (3) provide any amount required to establish or replenish a reserve fund in connection with any Bonds; (4) through Fiscal Year 2042/43, any amounts needed for Pay-As-You-Go Expenditures eligible to be funded by CFD No. 9 under the Act, to the extent that the inclusion of such amounts does not increase the Special Tax - Facilities levy on Undeveloped Property; and (5) provide an amount equal to reasonably anticipated Special Tax - Facilities delinquencies based on the delinquency rate for the Special Tax - Facilities levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act, and without duplicating any amounts described in clauses (3). The amounts referred to in clauses (1) through (5) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against Debt Service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Special Tax - Facilities, and (iii) any other revenues available to pay Debt Service on the Outstanding Bonds or other indebtedness as determined by the CFD Administrator.

"Special Tax Requirement - Services" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3) provide an amount equal to reasonably anticipated Special Tax - Services delinquencies based on the delinquency rate for the Special Tax - Services levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special Tax – Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

"Special Tax Requirement – State Park Maintenance Services" means that amount required in any Fiscal Year for CFD No. 9 to (1) pay for Authorized Maintenance Services; (2) pay Administrative Expenses; (3) provide an amount equal to reasonably anticipated Special Tax – State Park Maintenance Services delinquencies based on the delinquency rate for the Special Tax – State Park Maintenance Services levied in the previous Fiscal Year as determined by the CFD Administrator, as limited by the Act; and (4) provide any amount required to establish or replenish any State Park Maintenance Services Operating Reserve, to the extent that the inclusion of such amounts does not increase the Special Tax – State Park Maintenance Services levy on Undeveloped Property. The amounts referred to in clauses (1) through (4) of the preceding sentence may be reduced in any Fiscal Year (in the City's sole discretion) by (i) proceeds from the collection of penalties associated with delinquent Special Tax – State Park Maintenance Services, (ii) any other revenues available to pay for Authorized Maintenance Services as determined by the CFD Administrator.

"State" means the State of California.

"State Park Maintenance Services Operating Reserve" means one or more accounts (whether funded by Special Taxes – State Park Maintenance Services or from funds outside of CFD No. 9) held by the City that serve as a reserve for Authorized Maintenance Services; provided, however, that the State Park Maintenance Services Operating Reserve may not exceed the State Park Maintenance Services Operating Reserve Requirement.

"State Park Maintenance Services Operating Reserve Requirement" means, in the aggregate for a Fiscal Year, an amount not in excess of the Maximum Special Tax – State Park Maintenance Services that may be levied on Taxable Property in such Fiscal Year.

"Tax Escalation Factor" means a factor equal to the April annualized CPI for Los Angeles/Long Beach/Anaheim for all urban consumers that will be applied annually after 2024/25 and each Fiscal Year thereafter to increase the Maximum Special Tax – Services, Maximum Special Tax – State Park Maintenance Services and Maximum Special Tax - Environmental over the previous year as shown in Section C. In the event that the percentage change in the annualized CPI is negative, the Maximum Special Tax Rate – Services, Maximum Special Tax – State Park Maintenance Services and Maximum Special Tax – Environmental shall not be decreased, and the Tax Escalation Factor shall be 0.00%.

"Tax-Exempt Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are exempt from the Special Tax pursuant to the Act or Section E below.

"Taxable Contingent Property" means, collectively, Taxable Property Owner Association Property and Taxable Public Property.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 9 which are not exempt from the Special Taxes pursuant to the Act or Section E below.

"Taxable Property Owner Association Property" means all Assessor's Parcels of Property Owner Association Property that are not exempt from the Special Taxes pursuant to Section E below.

"Taxable Public Property" means all Assessor's Parcels of Public Property that are not exempt from the Special Taxes pursuant to Section E below.

“Taxable Welfare Exempt Property” means all Assessor’s Parcels of Welfare Exempt Property that are not exempt pursuant to Section E below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means all Assessor’s Parcels of Taxable Property that is not Developed Property.

“Unit” means an individual residential living space. The number of Units assigned to each Assessor’s Parcel may be determined by (i) referencing Assessor’s Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator. An Accessory Dwelling Unit shall be considered a Unit for the purposes of the Special Taxes.

“Welfare Exempt Property” means (A) for the Special Tax – Facilities, all Assessor’s Parcels within the boundaries of CFD No. 9 that, prior to the issuance of the first series of Bonds, have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code. Once the first series of Bonds have been issued for CFD No. 9, property may no longer be categorized as Welfare Exempt Property for the Special Tax – Facilities under this Rate and Method of Apportionment regardless of whether the Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code; (B) for the Special Tax – Services and Special Tax – State Park Maintenance Services, all Assessor’s Parcels within the boundaries of CFD No. 9 that have been granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code, irrespective of whether Bonds have been issued; and (C) for the Special Tax – Environmental, because the Disbursement Agreement has already been executed and the Disbursement Agreement constitutes “debt” as defined by Section 53317 of the Act, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall not be eligible to be categorized as Welfare Exempt Property for the Special Tax – Environmental under this Rate and Method of Apportionment, and, therefore, all Assessor’s Parcels within the boundaries of CFD No. 9 subject to the Special Tax – Environmental shall be levied the Special Tax – Environmental regardless of whether an Assessor’s Parcel has been granted a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code.

“Zone” means the assignment of Assessor’s Parcels to a zone as shown on the Boundary Map of CFD No. 9.

“Zone A” means Assessor’s Parcels located in Zone A as shown on the Boundary Map of CFD No. 9.

“Zone B” means Assessor’s Parcels located in Zone B as shown on the Boundary Map of CFD No. 9.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 9. If any Assessor’s Parcel Numbers are no longer valid from the previous Fiscal Year, the CFD Administrator shall determine the new Assessor’s Parcel Number(s) that are in effect for the current Fiscal Year. To the extent Assessor’s Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Special Tax rates shall be assigned to the new Assessor’s Parcel(s) pursuant to Section C.

Each Fiscal Year, all Assessor’s Parcels within CFD No. 9 shall be classified as follows:

1. Each Assessor's Parcel shall be determined to be Taxable Property or Tax-Exempt Property.
2. Each Assessor's Parcel of Taxable Property shall be further classified as Developed Property, Undeveloped Property or Taxable Contingent Property. Taxable Property shall be subject to Special Taxes in accordance with the Rate and Method of Apportionment determined pursuant to Sections C and D below.
3. Each Assessor's Parcel of Developed Property shall be further classified as Single Family Residential Property. For Single Family Residential Property, the Building Square Footage for each Assessor's Parcel shall be determined.

C. MAXIMUM SPECIAL TAX RATES

Notwithstanding the below, under no circumstances will the Special Taxes levied in any Fiscal Year against any Assessor's Parcel for which an occupancy permit for private residential use has been issued be increased by more than ten percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquency or default by the owner(s) of any other Assessor's Parcel within CFD No. 9.

MAXIMUM SPECIAL TAX – FACILITIES

1. Developed Property

The Maximum Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Facilities or (ii) the amount derived by application of the Backup Special Tax - Facilities.

Assigned Special Tax - Facilities

The Assigned Special Tax - Facilities for each Assessor's Parcel of Developed Property is shown in Table 1.

**TABLE 1
ASSIGNED SPECIAL TAX - FACILITIES FOR DEVELOPED PROPERTY
FISCAL YEAR 2024/25**

Building Square Footage	Assigned Special Tax - Facilities Rate	Per	Zone
Less than 2,100 sq. ft.	\$4,932	Assessor's Parcel	A & B
2,100 - 2,249 sq. ft.	5,232	Assessor's Parcel	A & B
2,250 - 2,399 sq. ft.	6,020	Assessor's Parcel	A & B
2,400 - 2,549 sq. ft.	6,201	Assessor's Parcel	A & B
2,550 - 2,699 sq. ft.	6,504	Assessor's Parcel	A & B
2,700 - 2,849 sq. ft.	6,807	Assessor's Parcel	A & B
2,850 - 2,999 sq. ft.	7,157	Assessor's Parcel	A & B

3,000 – 3,149 sq. ft.	7,507	Assessor's Parcel	A & B
3,150 - 3,299 sq. ft.	8,435	Assessor's Parcel	A & B
3,300 - 3,449 sq. ft.	9,363	Assessor's Parcel	A & B
3,450 - 3,549 sq. ft.	10,448	Assessor's Parcel	A & B
3,550 - 3,649 sq. ft.	11,533	Assessor's Parcel	A & B
3,650 - 3,799 sq. ft.	11,578	Assessor's Parcel	A & B
3,800 - 3,949 sq. ft.	11,624	Assessor's Parcel	A & B
3,950 – 4,099 sq. ft.	11,715	Assessor's Parcel	A & B
4,100 - 4,250 sq. ft.	11,760	Assessor's Parcel	A & B
Greater than 4,250 sq. ft.	11,805	Assessor's Parcel	A & B

For purposes of clarification, where an Accessory Dwelling Unit and primary Unit are on the same Assessor's Parcel, the Accessory Dwelling Unit located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel, and the Building Square Footage for the Assessor's Parcel shall include the square footage of both the primary Unit and the Accessory Dwelling Unit.

Should an Assessor's Parcel contain only an Accessory Dwelling Unit, the Building Square Footage of that Accessory Dwelling Unit shall be used to determine the Assigned Special Tax – Facilities rate in Table 1 for that Assessor's Parcel.

Increase in the Assigned Special Tax - Facilities

On each July 1, commencing on July 1, 2025, the Assigned Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Facilities

The Backup Special Tax - Facilities for each Assessor's Parcel of Developed Property shall be \$4,768 per Unit for Zone A and \$13,562 per Unit for Zone B.

The Backup Special Tax - Facilities for an Assessor's Parcel shall not change once an Assessor's Parcel is classified as Developed Property, except for the increase detailed below.

Increase in the Backup Special Tax - Facilities

On each July 1, commencing on July 1, 2025, the Backup Special Tax - Facilities for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Facilities

The Maximum Special Tax - Facilities for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$37,021 per Acre for Zone A and \$181,791 per Acre for Zone B.

Increase in the Maximum Special Tax – Facilities

On each July 1, commencing on July 1, 2025, the Maximum Special Tax - Facilities for Undeveloped Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

MAXIMUM SPECIAL TAX – SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – Services for each Assessor's Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX - SERVICES
FISCAL YEAR 2024/25**

Land Use	Maximum Special Tax - Services Rate	Per	Zone
Developed Property– Single Family Residential Property	\$2,347.00	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$21,113.00	Acre	A & B

Increase in the Maximum Special Tax - Services

On each July 1, commencing on July 1, 2025, the Maximum Special Tax – Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – STATE PARK MAINTENANCE SERVICES

1. Developed Property, Taxable Contingent Property and Undeveloped Property

The Maximum Special Tax – State Park Maintenance Services for each Assessor’s Parcel of Developed Property, Taxable Contingent Property and Undeveloped Property is shown in Table 2.

**TABLE 2
MAXIMUM SPECIAL TAX – STATE PARK MAINTENANCE SERVICES
FISCAL YEAR 2024/25**

Land Use	Maximum Special Tax – State Park Maintenance Services Rate	Per	Zone
Developed Property– Single Family Residential Property	\$274.00	Unit	A & B
Undeveloped Property/Taxable Contingent Property	\$2,465.00	Acre	A & B

Increase in the Maximum Special Tax – State Park Maintenance Services

On each July 1, commencing on July 1, 2025, the Maximum Special Tax – State Park Maintenance Services for Developed Property, Taxable Contingent Property and Undeveloped Property shall be increased by an amount equal to the greater of two percent (2%) or the Tax Escalation Factor, provided that the annual escalation shall not under any circumstances exceed 5%.

MAXIMUM SPECIAL TAX – ENVIRONMENTAL

1. Developed Property

The Maximum Special Tax - Environmental for each Assessor’s Parcel of Developed shall be the greater of (i) the amount derived by application of the Assigned Special Tax - Environmental or (ii) the amount derived by application of the Backup Special Tax - Environmental.

Assigned Special Tax - Environmental

The Assigned Special Tax - Environmental for each Assessor’s Parcel of Developed Property is shown in Table 3.

**TABLE 3
ASSIGNED SPECIAL TAX - ENVIRONMENTAL FOR DEVELOPED PROPERTY
FISCAL YEAR 2024/25**

Land Use	Assigned Special Tax - Environmental Rate	Per	Zone
Developed Property – Single Family Residential Property	\$1,750.00	Unit	A & B

Increase in the Assigned Special Tax - Environmental

On each July 1, commencing on July 1, 2025, the Assigned Special Tax - Environmental for Developed Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

Backup Special Tax - Environmental

The Backup Special Tax - Environmental for each Assessor's Parcel of Developed Property shall \$1,750.00 per Unit for Zone A and Zone B.

Increase in the Backup Special Tax - Environmental

On each July 1, commencing on July 1, 2025, the Backup Special Tax - Environmental for Developed Property and Taxable Contingent Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

2. Undeveloped Property and Taxable Contingent Property

Maximum Special Tax – Environmental

The Maximum Special Tax - Environmental for each Assessor's Parcel of Undeveloped Property and Taxable Contingent Property shall be \$15,742.00 per Acre for Zone A and Zone B.

Increase in the Maximum Special Tax – Environmental

On each July 1, commencing on July 1, 2025, the Maximum Special Tax - Environmental for Undeveloped Property shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

Commencing with Fiscal Year 2024/25 and for each following Fiscal Year, the CFD Administrator shall determine the Special Tax Requirements, and shall levy each Special Tax until the amount of a Special Tax equals the applicable Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows:

Special Tax - Facilities

First: The Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Facilities for Developed Property to satisfy the Special Tax Requirement - Facilities.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Facilities is derived by the application of the Backup Special Tax – Facilities and shall be increased Proportionately from the Assigned Special Tax – Facilities up to the Maximum Special Tax – Facilities for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Facilities for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Facilities, the Special Tax - Facilities shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Facilities for Taxable Contingent Property.

Special Tax - Services

First: The Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Developed Property to satisfy the Special Tax Requirement - Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax - Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - Services for Undeveloped Property to satisfy the Special Tax Requirement - Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – Services, the Special Tax – Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Services for Taxable Contingent Property.

Special Tax – State Park Maintenance Services

Only if the Special Tax – State Park Maintenance Services Condition has been satisfied, as follows:

First: The Special Tax – State Park Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Maximum Special Tax - State Park Maintenance Services for Developed Property to satisfy the Special Tax Requirement - State Park Maintenance Services.

Second: If additional monies are needed to satisfy the Special Tax Requirement – State Park Maintenance Services, the Special Tax - State Park Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at a rate up to 100% of the applicable Maximum Special Tax - State Park Maintenance Services for Undeveloped Property to satisfy the Special Tax Requirement - State Park Maintenance Services.

Third: If additional monies are needed to satisfy the Special Tax Requirement – State Park Maintenance Services, the Special Tax – State Park Maintenance Services shall be levied Proportionately on all Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – State Park Maintenance Services for Taxable Contingent Property.

Special Tax Requirement - Environmental

First: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property at a rate up to 100% of the applicable Assigned Special Tax - Environmental for Developed Property to satisfy the Special Tax Requirement - Environmental.

Second: If additional monies are needed to satisfy the Special Tax Requirement – Environmental, the

Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Developed Property whose Maximum Special Tax – Environmental is derived by the application of the Backup Special Tax – Environmental and shall be increased Proportionately from the Assigned Special Tax – Environmental up to the Maximum Special Tax – Environmental for each such Assessor's Parcel.

Third: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcels of Undeveloped Property at a rate up to 100% of the Maximum Special Tax – Environmental for Undeveloped Property.

Fourth: If additional monies are needed to satisfy the Special Tax Requirement - Environmental, the Special Tax - Environmental shall be levied Proportionately on each Assessor's Parcel of Taxable Contingent Property at a rate up to 100% of the Maximum Special Tax – Environmental for Taxable Contingent Property.

E. EXEMPTIONS

1. No Special Taxes shall be levied on up to 50.46 Acres of Property Owner Association Property and Public Property for Zone A and up to 7.34 Acres of Property Owner Association Property and Public Property for Zone B. Tax-exempt status will be assigned by the CFD Administrator in the chronological order in which property becomes Property Owner Association Property, or Public Property.
2. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code prior to the first series of CFD No. 9 Bonds shall thereafter be exempt from the Special Tax - Facilities. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code after the first series of CFD No. 9 Bonds have been issued shall not be considered Welfare Exempt Property for the Special Taxes - Facilities and shall not be exempt from Special Tax - Facilities.
3. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall thereafter be exempt from the Special Tax – Services and Special Tax – State Park Maintenance Services, irrespective of whether Bonds have been issued.
4. Any property that is granted a welfare exemption pursuant to Section 53340(c) under the Act under subdivision (g) of Section 214 of the Revenue and Taxation Code shall not be exempt from the Special Tax - Environmental.
5. Property Owner Association Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Property Owner Association Property. Taxable Property Owner Association Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100% of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.
6. Public Property, that is not exempt from the Special Taxes under this section, or pursuant to the Act, shall be classified as Taxable Public Property. Taxable Public Property shall be subject to the levy of the Special Taxes and shall be taxed Proportionately as described in Section D above, at up to 100%

of the applicable Maximum Special Taxes for Taxable Contingent Property as shown in Section C above.

7. Prior to 60 days before the issuance of the first series of CFD No. 9 Bonds, the CFD Administrator may increase or decrease the exempt Acres described in paragraph 1 to better reflect the actual tax-exempt acreage within CFD No. 9. However, notwithstanding the above, the final number of taxable Acres in CFD No. 9 shall not be decreased if it causes an increase in the Special Tax – Facilities or Special Tax - Environmental levied on any existing Assessor's Parcel of Developed Property.

F. APPEALS

Any property owner may file a written appeal of the Special Taxes with the CFD Administrator claiming that the amount or application of the Special Taxes is not correct. The appeal must be filed not later than one calendar year after having paid the Special Taxes that are disputed, and the appellant must be current in all payments of Special Taxes. In addition, during the term of the appeal process, all Special Taxes levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Taxes are in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Taxes to be modified or changed in favor of the property owner, the CFD Administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit future Special Taxes.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS

The City Council may, by resolution or ordinance, interpret, clarify and/or revise this Rate and Method of Apportionment to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Taxes, method of apportionment, classification of Assessor's Parcels, or any definition used herein, as long as such correction does not materially affect the levy and collection of Special Taxes. In addition, the interpretation and application of any section of this document shall be at the City's discretion.

H. MANNER OF COLLECTION

The Special Taxes shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the CFD Administrator may, at the sole discretion of the City, directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner as necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on Assessor's Parcels of Taxable Property that are delinquent in the payment of the Special Tax.

I. PREPAYMENT OF SPECIAL TAX - FACILITIES

The following definition applies to this Section I:

"Future Facilities Amount" means, \$40,000,000, all Authorized Facilities financed or anticipated by the City to be financed by CFD No. 9, minus (i) the proceeds of any previously issued Bonds which were, at the time of issuance, available to the City for Authorized Facilities, (ii) the cost of Authorized Facilities or portions thereof previously paid for by Pay-As-You-Go Revenue, and (ii) cost of Authorized Facilities or portions thereof to be paid for by Pay-As-You-Go Revenue previously received and not yet spent. The Future Facilities Amount shall not be less than \$0.

"Maximum Special Tax Percentage to be Prepaid" means the percentage of the Maximum Special Tax - Facilities prepaid as determined by the CFD Administrator after application of the prepayment calculation set forth below.

"Previously Issued Bonds" means all Bonds that have been issued by CFD No. 9 prior to the date of prepayment.

1. Prepayment in Full

The Special Tax - Facilities obligation of an Assessor's Parcel of Developed Property, Taxable Contingent Property, or Undeveloped Property may be prepaid and permanently satisfied as described herein; provided that there are no delinquent installments of the Special Tax - Facilities with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax - Facilities obligation shall provide the CFD Administrator with written notice of intent to prepay. Within 45 days of receipt of such written notice, the CFD Administrator shall notify such owner of the prepayment amount of such Assessor's Parcel. Prepayment must be made not less than 75 days prior to the next occurring date that notice of redemption of Bonds from the proceeds of such prepayment may be given to the Trustee pursuant to the Indenture. The CFD Administrator may charge a fee for providing this service.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
	plus	Redemption Premium
	plus	Defeasance Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	<u>less</u>	<u>Capitalized Interest Credit</u>
Total:	equals	Special Tax Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Step Number:

1. Confirm that no Special Tax - Facilities delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property and Taxable Contingent Property compute the Assigned Special Tax - Facilities and Backup Special Tax - Facilities. For Assessor's Parcels of Undeveloped Property to be prepaid, compute the Assigned Special Tax - Facilities and Backup Special Tax – Facilities for that Assessor's Parcel as though it was already designated as Developed Property, based upon the number of expected Units to be developed on that Assessor's Parcel.
3. Divide the Assigned Special Tax - Facilities computed pursuant to Step 2 by the total estimated Assigned Special Tax - Facilities for CFD No. 9 based on the Developed Property Special Tax - Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.
 - b. Divide the Backup Special Tax - Facilities computed pursuant to Step 2 by the total estimated Backup Special Tax – Facilities for CFD No. 9 based on the Developed Property Special Tax – Facilities which could be charged in the current Fiscal Year on all expected buildout of CFD No. 9, excluding any Assessor's Parcels which have prepaid the Special Tax – Facilities obligation in full pursuant to Section I.1.
4. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the *"Bond Redemption Amount"*).
5. Compute the current Future Facilities Costs.
6. Multiply the larger quotient computed pursuant to Step 3.a or 3.b by the total Future Facilities Costs to compute the amount of the Future Facilities Amount to be prepaid (the *"Future Facilities Amount"*).
7. Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (the *"Redemption Premium"*).
8. Compute the amount needed to pay interest on the Bond Redemption Amount on the earliest redemption date for the Outstanding Bonds.
9. Compute the amount the Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
10. Subtract the amount computed pursuant to Step 9 from the amount computed pursuant to Step 8 (the *"Defeasance Amount"*).
11. Verify the administrative fees and expenses, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming the Outstanding Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the *"Administrative Fees and Expenses"*).

12. A reserve fund credit (the “*Reserve Fund Credit*”) shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to Steps 3.a or 3.b by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “*Capitalized Interest Credit*”).
14. The Special Tax - Facilities prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10 and 11, less the amount computed pursuant to Steps 12 and 13 (the “*Prepayment Amount*”).
15. From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, 10, 12, and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds and make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Construction Fund. The amount computed pursuant to Step 11 shall be retained by the City for the payment of Administrative Fees and Expenses.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of Bonds. In such cases, the increment amount that is not \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of bonds or to make debt service payments.

Any current-year Special Tax – Facilities that has been placed on the County tax roll will remain on the tax roll.

Notwithstanding the foregoing, no Special Tax - Facilities prepayment shall be allowed unless the amount of the Maximum Special Tax - Facilities that may be levied on Taxable Property both prior to and after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax – Facilities may be partially prepaid, provided that a partial prepayment may be made after all authorized CFD No. 9 Bonds have been issued and only for Assessor’s Parcels of Developed Property, or Taxable Contingent Property, and only if there are no delinquent Annual Special Taxes with respect to such Assessor’s Parcel at the time of partial prepayment. The amount of the prepayment shall be calculated as in Section I.1; except that a partial prepayment shall be calculated by the CFD Administrator according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment

P_E = the Special Tax - Facilities Prepayment Amount calculated according to Section I.1
 F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax - Facilities.

The Special Tax - Facilities partial prepayment amount must be sufficient to redeem at least a \$5,000 increment of Bonds.

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of such owner's intent to partially prepay the Special Tax - Facilities and the percentage by which the Special Tax - Facilities shall be prepaid. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax - Facilities for an Assessor's Parcel within thirty (30) days of the request and may charge a fee for providing this service. With respect to any Assessor's Parcel that is partially prepaid, the CFD Administrator shall (i) distribute the prepayment funds remitted according to Section I.1, and (ii) indicate in the records of CFD No. 9 that there has been a partial prepayment of the Special Tax - Facilities and that a portion of the Special Tax - Facilities with respect to such Assessor's Parcel, equal to the outstanding percentage $(1.00 - F)$ of the remaining Maximum Special Tax - Facilities, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

J. TERM

The Special Tax - Facilities shall be levied commencing in Fiscal Year 2024/25 to the extent needed to satisfy the Special Tax Requirement – Facilities and shall not be levied after Fiscal Year 2068/69, however any Special Tax - Facilities that was lawfully levied for Authorized Facilities in or before Fiscal Year 2068/69 and that remains delinquent may be collected in subsequent years.

The Special Tax – Services shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – Services and shall be levied for as long as required to satisfy the Special Tax Requirement – Services.

The Special Tax – State Park Maintenance Services shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – State Park Maintenance Services and shall be levied for as long as required to satisfy the Special Tax Requirement – State Park Maintenance Services.

The Special Tax – Environmental shall be levied commencing in Fiscal Year 2024/25 to the extent necessary to satisfy the Special Tax Requirement – Environmental and shall be levied for as long as the obligations associated with the Authorized Environmental Services are outstanding.

Resolution No. _____ [CFD No. 9 (Northshore at Mandalay Bay)]
July 15, 2025
Page B-1

EXHIBIT B

FORM OF AMENDMENT TO FUNDING AND ACQUISITION AGREEMENT

AMENDMENT TO FUNDING AND ACQUISITION AGREEMENT

This Amendment to Funding and Acquisition Agreement (“Amendment”) is executed as of July _____, 2025 (the “Effective Date”) by and between the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (“District”) and Fifth Harbor Owner, LLC (the “Owner”).

RECITALS

A. The City of Oxnard (the “City”) has previously established the District and authorized the levy of, among others, a facilities special taxes (the “Special Tax - Facilities”) within the District, and authorized the issuance of bonds secured by such Special Tax - Facilities levied by the District to fund the acquisition and construction of certain public facilities and related costs and authorized fees.

B. The City, acting on behalf of the District, and MPL Property Holdings LLC (“MPL”), entered into a Funding and Acquisition Agreement dated as of October 5, 2021 (the “Funding and Acquisition Agreement”) relating to the construction, acquisition, payment and reimbursement of certain public facilities and authorized fees, which Funding and Acquisition Agreement was assumed by Fifth Harbor Owner, LLC.

C. The District will use the proceeds of the Bonds issued by the District and Special Tax - Facilities to, among other things, finance the payment of the Purchase Price of the Public Facilities and to pay the Authorized Fees (as such terms are defined in the Funding and Acquisition Agreement).

D. The Owner requested certain modifications to the District and the District completed change proceedings for the District on July 15, 2025. The authorized modifications include an increase in the Special Tax – Facilities and amendments to the description and cost of the Public Facilities and Authorized Fees shown in Exhibit A to the Funding and Acquisition Agreement.

E. Therefore, it is necessary to amend Exhibit A to the Funding and Acquisition Agreement to reflect the authorized modifications.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms set forth in this Amendment, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and form a material part of this Amendment.

2. Amendment of Exhibit A to Funding and Acquisition Agreement. The District and the Owner agree that Exhibit A to the Funding and Acquisition Agreement is hereby superceded and replaced with Exhibit A attached hereto. Exhibit A shall form part of the Funding and Acquisition Agreement, as amended, as fully and with the same effect as if all such terms and provisions had been set forth in the Funding and Acquisition Agreement, as amended. The Funding and Acquisition Agreement is hereby ratified and

confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as amended hereby. If there shall be any conflict between the terms of this Amendment and the terms of the Funding and Acquisition Agreement (as in effect on the day prior to the effective date of this Amendment), the terms of this Amendment shall prevail.

3. Effective Date of Amendment. This Amendment shall take effect upon the date of execution.

4. Applicable Law. This Amendment shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**FOR CITY OF OXNARD
COMMUNITY FACILITIES
DISTRICT NO. 9 (NORTHSHORE AT
MANDALAY BAY):**

By: _____
Alexander Nguyen, City Manager

ATTEST:

By: _____
Lourdes A. Lopéz, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer, City Attorney

FOR OWNER:

FIFTH HARBOR OWNER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
REVISED ELIGIBLE PUBLIC FACILITIES LIST AND AUTHORIZED FEES

Preliminary List of Authorized Facilities

March 5, 2025

City of Oxnard Improvements		Rate	Per	Units	Total
Sewer Lift Station	[1]	\$ 1,368,459	Total	1	\$ 1,368,459
On-Site Water Improvements	[1]	4,729,625	Total	1	4,729,625
Harbor Blvd / 5th Street (SD)	[1]	1,754,669	Total	1	1,754,669
Harbor Blvd / 5th Street (Streets)	[1]	9,333,033	Total	1	9,333,033
Prevailing Wage	[1]	0%	of Costs	17,185,786	-
Construction Management/Engineering	[1]	5%	of Costs	17,185,786	859,289
Total City Improvements					\$ 18,045,075
City of Oxnard Impact Fees		Rate	Per	Units	Total
Sewer Connection Fee (3/4" Meter)	[2]	\$ 5,256	DU	292	\$ 1,534,752
Water System Connection Fee (3/4" Meter)	[2]	3,133	DU	292	914,836
Storm Drain Fee	[3]	23,885	ACRE	52.76	1,260,189
Traffic Impact Fee (Single Family)	[3]	12,267	DU	292	3,581,833
Mobility Fee	[3]	3,815	DU	292	1,113,927
Quimby Fees (Estimate)	[3]	8,799	DU	292	2,569,308
Growth Requirement Capital Fee	[3]	6,719	DU	292	1,961,837
Parks and Recreation Fee	[3]	7,855	DU	292	2,293,786
Public Art Program	[3]	0.34	SF	846,590	287,841
Total City Impact Fees					\$ 15,518,308
Total Eligible City Impact Fees and Improvements					\$ 33,563,383

[1] Reflects the estimated City of Oxnard improvement costs per Cost to Complete Budget dated 12/29/2022.

[2] Reflects the current City of Oxnard Development Sewer and Water Connection Fees per the fee schedule dated 7/18/2024. Water meter sizes per Cost to Complete Budget dated 12/29/2022.

[3] Reflects the current City of Oxnard Development Impact Fees per the fee schedule dated 7/18/2024. Assumes the project is market rate per the May 2023 Zonda report. The estimated Quimby fee reflected above per the Cost to Complete Budget dated 12/29/2022. Final Quimby fee subject to change per discussion with the City to determine the land value that will be used to calculate the final Quimby fee.

FUNDING AND ACQUISITION AGREEMENT

COPY

THIS FUNDING AND ACQUISITION AGREEMENT, dated as of October 5, 2021 (this "Agreement"), is by and between (i) the City of Oxnard, California (the "City"), acting on behalf of City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (the "District"), and (ii) MPL Property Holdings LLC, a Delaware limited liability company (the "Owner").

RECITALS

WHEREAS, the City has undertaken proceedings to form the District, authorize the levy of, among others, facilities special taxes (the "**Special Tax - Facilities**") within the District, and authorize the issuance of Bonds secured by such Special Tax - Facilities levied by the District pursuant to the Act to fund the acquisition and construction of the Public Facilities (as defined herein) and related costs and Authorized Fees. The City will use the proceeds of the Bonds and Special Tax - Facilities to, among other things, finance the payment of the Purchase Price of the Public Facilities and to pay the Authorized Fees.

WHEREAS, the Public Facilities and the facilities to be financed by the Authorized Fees are beneficial to the City, and the City and the Owner will benefit from a coordinated plan of financing, designing, engineering and constructing the Public Facilities and the payment of the Authorized Fees.

WHEREAS, the Owner and the City wish to finance the acquisition and construction of the Public Facilities and Authorized Fees and the payment therefor by entering into this Agreement for the financing of the acquisition of the Public Facilities and Authorized Fees and payment thereof as shown in Exhibit A hereto (as it may be amended and supplemented) with CFD Sources, including funds in the Acquisition and Construction Fund.

WHEREAS, the City has determined that it will obtain no advantage from undertaking the construction of the Public Facilities, and that the provisions of this Agreement require that the Public Facilities constructed by the Owner and completed after formation of the District be constructed as if they had been constructed under the direction and supervision of the City.

WHEREAS, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section I.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Fiscal Agent Agreement (as hereinafter defined).

“Acceptable Title” means title to land or interest therein, in form acceptable to the City, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, other than exceptions that do not materially interfere with the actual or intended use of the land or interest therein or as shall have otherwise been approved by the City.

“Acceptance Date” means the date the City approves a Payment Request.

“Acquisition and Construction Fund” means one or more funds identified as an Acquisition and Construction Fund, and any accounts established therein, established by a Fiscal Agent Agreement relating to the issuance of a series of Bonds, from which the Purchase Price of a Public Facility shall be paid or payment or reimbursement of an Authorized Fee shall be made.

“Act” means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code.

“Actual Cost” means the actual cost of a Public Facility, which cost may include: (i) the actual hard costs for the construction of such Public Facility, including labor, materials and equipment costs; (ii) the costs incurred in preparing the Plans for such Public Facility and the related costs of environmental evaluations of the Public Facility; (iii) the fees paid to governmental agencies for, and other costs incurred in connection with, obtaining permits, licenses or other governmental approvals for such Public Facility; (iv) professional costs associated with such Public Facility, such as engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; (v) costs directly related to the construction and/or acquisition of a Public Facility, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder); (vi) costs of construction management and supervision equal to five percent (5%) of the amount set forth in (i) above for a Public Facility; and (vii) the value of any real property or interests therein (**“Real Estate”**) that (1) are required for the development of any Public Facility such as temporary construction easements, haul roads, etc., or (2) are required to be conveyed with the Public Facility, in an amount equal to the actual cost of the Real Estate purchased from an independent third party or the fair market value of the land as reasonably determined by the City. Actual Cost shall not include any internal or overhead costs of the Owner other than the amount for construction management and supervision set forth in clause (vi) above.

“Affiliate” means any entity owned, controlled or under common ownership or control by or with the Owner and includes all general partners of any entity which is a partnership. Control

shall mean ownership of more than fifty percent (50%) of the voting power of or ownership interest in the respective entity.

“Agreement” means this Funding and Acquisition Agreement, together with any Supplement hereto.

“Authorized Fees” means the City of Oxnard Impact Fees that are described in Exhibit A attached hereto, which relate to public facilities with an estimated useful life of five years or more that the City or District are authorized by law to contribute revenue to, or construct, own, or operate.

“Bonds” means any series of bonds, notes or other indebtedness of the District issued to generate proceeds for deposit to the Acquisition and Construction Fund.

“CFD Sources” is defined in Section 2.2 herein.

“City” means the City of Oxnard, California.

“County” means the County of Ventura, California.

“Director” means the Director of Public Works of the City, or the written designee of such officer acting as such under this Agreement.

“District” means City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), a community facilities district organized and existing under the Act and the laws of the State of California.

“District Representative” means the City Manager of the City, or the written designee of such officer.

“Fiscal Agent” means the fiscal agent identified in a Fiscal Agent Agreement, or any successor thereto acting as fiscal agent under the Fiscal Agent Agreement.

“Fiscal Agent Agreement” means one or more fiscal agent agreements between the City and the Fiscal Agent, providing for, among other matters, the issuance of any series of Bonds and the establishment of an Acquisition and Construction Fund, as it may be amended or supplemented from time to time.

“Improvement Agreement” shall have the meaning set forth in Section 2.4 herein.

“Owner” means MPL Property Holdings LLC, a Delaware limited liability company, and its respective successors and assigns.

“Parties” mean the Owner and the City.

“Party” means either the City or the Owner.

“Payment Request” means (i) for Public Facilities, a document, substantially in the form of Exhibit B hereto, to be used in requesting a payment of a Purchase Price, and (ii) for the payment

of Authorized Fees, a document substantially in the form of Exhibit C hereto, to be used in requesting payment of Authorized Fees.

“Plans” means the plans, specifications, schedules and related construction contracts for any Public Facility approved pursuant to applicable standards of the City, inclusive of all change orders, if any.

“Project” means the development within the District commonly known as “Northshore at Mandalay Bay.”

“Public Facility” or **“Public Facilities”** means one or more of the public facilities described in Exhibit A hereto, as it may be amended or supplemented, which are to be owned, operated, and maintained by the City and are eligible to be financed out of the Acquisition and Construction Fund; provided in no event shall any payment be made for any Public Facility unless such Public Facility, as determined by the Director, (i) has been completed in accordance with the Plans therefor and (ii) is functional and capable of serviceable use for its intended purpose.

“Purchase Price” means the amount paid by the District for a Public Facility in an amount equal to the lesser of the Actual Cost or the value of such Public Facility, as determined in accordance with Section 4.4 herein.

“Rate and Method” means the rate and method of apportionment of special taxes approved for the District, which includes the Special Tax - Facilities.

“Risk Manager” shall mean the person acting in the capacity of Risk Manager for the City.

“Special Tax - Facilities” is defined in the Recitals.

“Supplement” means a written document amending, supplementing or otherwise modifying this Agreement and any exhibit hereto, including any amendments to the list of Public Facilities in Exhibit A, and/or the addition to Exhibit A of additional Public Facilities to be financed with CFD Sources, including the proceeds of the Bonds deposited in the Acquisition and Construction Fund.

ARTICLE II

FUNDING

Section II.1 Proceedings. The City shall conduct all necessary proceedings under the Act for the issuance, sale and delivery of each series of Bonds. Bonds may not be issued unless and until the City receives an executed notice from the Owner requesting such issuance. Upon the City’s receipt of such issuance notice, the Owner and the City staff will meet regarding the amount, timing and other material aspects of each series of the Bonds, but the legal proceedings and the series, principal amounts, rates, terms and conditions and timing of the sale of the Bonds shall in all respects be determined by the City Council of the City in consultation with the Owner, acting as the governing body of the District in conformance with this Agreement. Subject to the foregoing discretion of the governing body of the District, the District may issue one or more series of Bonds with maturities determined by the District with the advice of its financial adviser, in coordination

with the Owner's timing of development within the District, and subject to sound municipal finance practices and then current industry standards. Upon the City Manager's request, the Owner shall deposit funds with the City to pay for reasonable costs to be incurred by the City related to the issuance of such Bonds including, without limitation, appraisal, market absorption study, special tax consultant, bond and issuer's counsel, and city attorney and staff costs. Any funds deposited by the Owner and expended by the City shall be subject to reimbursement solely out of the proceeds of the applicable Bonds. Any unexpended funds deposited by the Owner with the City pursuant to this Section 2.1 and remaining on deposit with the City following the issuance of the applicable series of Bonds or the abandonment of efforts to issue such Bonds shall be returned to the Owner.

Section II.2 Bond Proceeds and Special Tax - Facilities. The City shall not be obligated to pay the Purchase Price of any Public Facility or any Authorized Fee, except from amounts on deposit in the Acquisition and Construction Fund(s), prepayments of Special Tax - Facilities that are collected for construction of Public Facilities or payment of Authorized Fees both before and after Bonds have been issued, and Special Tax - Facilities collected directly for the construction of Public Facilities or the financing of Authorized Fees (collectively, the "**CFD Sources**"). The City makes no warranty, express or implied, that the CFD Sources, and any investment earnings thereon, will be sufficient to pay the Purchase Price of all of the Public Facilities or the Authorized Fees. To the extent allowed under the Rate and Method, the City agrees that Special Tax - Facilities shall be levied on property in the District to pay directly for Public Facilities and Authorized Fees. Such Special Tax - Facilities levied and collected by the City and any prepayment of Special Tax - Facilities collected prior to the issuance of Bonds, following deduction for reasonable administrative expenses of the District, shall be held by the City and disbursed to pay the Purchase Price of Public Facilities or the Authorized Fees, and, upon the issuance of Bonds, such Special Tax - Facilities still held by the City shall be allocable for deposit in the Acquisition and Construction Fund.

Section II.3 Issuance of Bonds. It is anticipated that two or more series of Bonds will be issued. The term of each series of Bonds shall be determined by the District in its sole discretion with the advice of its municipal advisor. The total amount of the Bonds to be issued shall be based on projected annual Special Tax - Facilities upon buildout of the Project providing for funding of 110% of the combined scheduled debt service on all series of Bonds. Debt service for each series of Bonds shall increase by two percent each year. The priority for application of the proceeds of each series of Bonds shall be as follows:

(i) First Priority: To allocate such amount of capitalized interest for the Bonds up to 24 months or such lesser term requested by the Owner;

(ii) Second Priority: To deposit in the Cost of Issuance Fund (as defined in the Fiscal Agent Agreement) an amount sufficient to pay the costs of issuing the Bonds and reimbursing the Owner any deposits provided to the City for formation of the District and the issuance of Bonds, together with all other un-reimbursed costs incurred by the City to such date in connection with the issuance of the Bonds, as authorized under the Act;

(iii) **Third Priority:** To deposit to the Administrative Expense Fund (defined in the Fiscal Agent Agreement), an amount sufficient to fund administrative expenses for the initial fiscal year for the Bonds; and

(iv) **Fourth Priority:** To deposit to the Reserve Fund (defined in the Fiscal Agent Agreement), an amount sufficient to fund the reserve requirement for the Bonds; and

(v) **Fifth Priority:** To deposit all remaining Bond proceeds in the Acquisition and Construction Fund for financing of the Public Facilities and Authorized Fees, provided that the Authorized Fees shall account for no more than half of the aggregate Bond Proceeds in the Acquisition and Construction Fund.

Section II.4 Proceeds. The proceeds of each series of Bonds shall be deposited, held, invested, reinvested and disbursed as provided above and in the Fiscal Agent Agreement. A portion of the proceeds of the Bonds will be set aside in the Acquisition and Construction Fund. Moneys in the Acquisition and Construction Fund shall be deposited, held, invested, reinvested and disbursed therefrom in accordance with the provisions of the Fiscal Agent Agreement and the applicable provisions hereof for payment of all or a portion of the Purchase Price of the Public Facilities and the Authorized Fees, all as herein provided.

Unless otherwise requested in writing by the Owner prior to issuance of each series of Bonds, earnings on amounts in the Acquisition and Construction Fund shall be retained therein and shall be available to pay the Purchase Price of Public Facilities and Authorized Fees until either (i) all Public Facilities and Authorized Fees have been financed, as evidenced by a certificate provided by the Owner, or (ii) the Owner provides a certificate to the District indicating that the funds on deposit in the Acquisition and Construction Fund are sufficient to finance the remaining Public Facilities and Authorized Fees for which the Owner expects to submit a Payment Request, at which time any earnings shall be transferred to pay debt service on the Bonds. Earnings on amounts in the reserve fund(s) created under the Fiscal Agent Agreement shall be deposited in the Acquisition and Construction Fund.

The Owner acknowledges that any lack of availability of CFD Sources, including amounts in the Acquisition and Construction Fund, to pay the Purchase Price of any Public Facility or Authorized Fees, shall in no way diminish any obligation of the Owner with respect to the construction of or contributions for public facilities (including the Public Facilities), the payment of the Authorized Fees, and mitigation measures required in connection with the Project by any development or other agreement to which the Owner is a party, or any governmental approval to which the Owner is subject (collectively, the “**Improvement Agreements**”).

Section 2.5. Continuing Disclosure. The Owner agrees to comply, and to require each transferee or assignee to comply, with its continuing disclosure obligations entered into in connection with the issuance of Bonds.

ARTICLE III

CONSTRUCTION OF PUBLIC FACILITIES

Section III.1 Plans. To the extent and at the time required by the Improvement Agreements, the Owner shall cause Plans to be prepared for each Public Facility. The Owner shall obtain the written approval of the Plans in accordance with applicable ordinances and regulations of the City.

Section III.2 Construction. This Agreement shall not expand, limit or otherwise affect any obligation of the Owner under any Improvement Agreements. All Public Facilities shall be constructed in accordance with the Improvement Agreements and the approved Plans.

Section III.3 Relationship to Public Works. This Agreement is for the acquisition of and payment for the Public Facilities thereof by the City from CFD Sources and is not intended to be a public works contract. Notwithstanding the above, the City and the Owner agree that, by complying with this Agreement, the Public Facilities shall be deemed constructed by the Owner as if they had been constructed under the direction and supervision of the City. The Owner shall award all contracts for the construction of the Public Facilities to be constructed by the Owner as provided herein, and this Agreement is necessary to assure the timely and satisfactory completion of such Public Facilities.

From time to time at the request of the District, the District Representative or the Owner, the Owner and the Director and/or the District Representative, as applicable, shall meet and confer regarding matters arising hereunder with respect to the Public Facilities, the progress in constructing and acquiring the same, and as to any other matter related to the Public Facilities or this Agreement.

Section III.4 Labor Code Provisions. The Owner agrees to comply with the provisions of Sections 1720 et seq. of the Labor Code with respect to prevailing wages. In addition, the Owner represents and warrants that with respect to any and all contracts awarded prior to the date of this Agreement for any Public Facility, the Owner has complied with any applicable law or regulation for the payment of prevailing wages, including without limitation the provisions of Sections 1720 et seq. of the Labor Code with respect to prevailing wages.

Section III.5 Contractor. In performing this Agreement, the Owner is an independent contractor and not an agent or employee of the City. Except from the CFD Sources as provided in this Agreement, the City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Owner.

Section III.6 Contracts and Change Orders. The Owner shall be responsible for entering into all contracts and any supplemental agreements (commonly referred to as “**change orders**”) required for the construction of the Public Facilities to be constructed by the Owner. The Owner shall be required to show evidence that the Owner complied with the procedures set forth in Exhibit “E” to this Agreement for the construction of each Public Facility for which the Owner submits a Payment Request.

Except for a contract for any Public Facility that pursuant to Section 53313.5 of the Act, was completed (as determined by and at the sole discretion of the Director) before the City Council's adoption on October 5, 2021 of Resolution No. _____ to establish the District, the Owner will represent and warrant that all contracts for Public Facilities for which the Owner submits a Payment Request were entered into pursuant to a public bid process consistent with Exhibit "E" of this Agreement.

Section III.7 Notice of Completion and Lien Releases. Upon completion of the construction of a Public Facility, the Owner shall notify the Director in writing of such completion and shall prepare and execute a Notice of Completion for such Public Facility in the form prescribed by Section 8182 of the California Civil Code (including without limitation, execution by the Owner as an owner, and recital of the name and address of the City as an owner of an interest as a vendee under a contract of purchase), and in a form acceptable to the Director, and shall record such notice in the Official Records of the County of Ventura. The Owner shall cause its contractors to provide unconditional lien releases for such Public Facility in accordance with Section 8138 of the Civil Code.

ARTICLE IV

ACQUISITION AND PAYMENT

Section IV.1 Inspection. No payment hereunder shall be made by the City to the Owner for a Public Facility until the Public Facility has been inspected by the City. Unless otherwise provided in a Supplement, the City shall make or cause to be made regular on-going site inspections of the Public Facilities to be acquired hereunder.

Section IV.2 Agreement to Sell and Purchase Public Facilities. The Owner hereby agrees to sell to the City (or a related entity as designated by the City), and the City (or a related entity designated by the City) hereby agrees to purchase from the Owner, the Public Facilities constructed by the Owner for their respective Purchase Prices, subject to the terms and conditions hereof. The purchase may also include the land underlying the Public Facility. The City shall not be obligated to purchase any Public Facility until the Public Facility is completed and the inspection of such Public Facility has occurred. Formal acceptance of the Public Facility by the City is not required as a condition for the payment of the Purchase Price of such Public Facility.

Section IV.3 Requests. In order to receive the Purchase Price for a completed Public Facility, inspection thereof under Section 4.1, if applicable, shall have been made and the Owner shall deliver to the District Representative and the Director: (i) a Payment Request in the form of Exhibit B hereto for such Public Facility, and (ii) (a) if the property on which the Public Facility is located is not owned by the City at the time of the request, a copy of the recorded documents conveying to the City Acceptable Title to the real property on, in or over which such Public Facility is located, as described in Section 5.1 hereof, (b) a copy of the recorded notice of completion of such Public Facility (meeting the requirements of Section 3.9), (c) an assignment of the warranties and guaranties for such Public Facility, as described in Section 5.5 hereof, in a form acceptable to the City, and (d) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Public Facility, such as public or private utility reimbursements.

Section IV.4 Determination of Value for a Public Facility. The value of a Public Facility shall be equal to the (i) Actual Cost of construction of such Public Facility, and (ii) the value of the underlying land, if such land is conveyed to the City along with the Public Facility. The costs shown in Exhibit A are estimates only and shall not prevent the financing of the Actual Cost of the Public Facility.

1. Notwithstanding the above, the Purchase Price of a Public Facility shall exclude the value of any portion of the Public Facility which portion of the Public Facility, or its contemplated use, would make the Bonds “private activity bonds” under Section 141 of the Internal Revenue Code (unless taxable bonds are being issued), or would constitute an unconstitutional gift of public funds. Disputes by the Owner related to the determination of value shall be presented to and resolved by the City Manager.

Section IV.5 Payment Requests. Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Public Facility identified therein was constructed substantially in accordance with the Plans therefor, and to verify and approve the Purchase Price of such Public Facility specified in such Payment Request. The Director shall conduct each such review in an expeditious manner and the Owner agrees to reasonably cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. Within twenty (20) calendar days of receipt of any Payment Request, the Director shall notify the Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director will provide a written approval or denial of the request within thirty (30) calendar days of its submittal. If the Director disapproves any Payment Request, the Director shall provide written notice of disapproval to the Owner within such thirty (30) calendar day period stating in reasonable detail the reasons for such disapproval and the changes to the Payment Request necessary to obtain the Director’s approval. The Director’s review of any Payment Request shall be made on a Public Facility basis such that the Director shall approve for payment any Public Facilities covered by a Payment Request that comply with the requirements of this Agreement even if the Director disapproves other Public Facilities included as part of the same Payment Request. If the Director disputes the Actual Cost of any Public Facility covered by the Payment Request, the Director shall approve for payment a Purchase Price in an amount the Director determines is appropriate (which shall not be less than the amounts of contracts and change orders previously approved by the Director) and shall deliver notice of disapproval of the remaining amount. If the Director disapproves any revised Payment Request, the Director will provide a written notice of approval or denial to the Owner within fifteen (15) calendar days after receipt of the revised Payment Request, which notice shall describe in reasonable detail the reason for the denial, if applicable.

The Director shall only be entitled to withhold approval for payment of any Public Facility if (i) a notice of completion meeting the requirements of Section 3.9 has not been recorded for the Public Facility and final conditional lien releases for labor and materials provided in connection with such Public Facilities have not been submitted to the Director, (ii) the Public Facility has not been constructed substantially in accordance with the Plans, (iii) the Director disputes the Actual Cost of any Public Facility stated in the Payment Request, or (iv) the Owner is delinquent in paying its Special Tax – Facilities.

Nothing in this Agreement shall be deemed to prohibit the Owner from contesting in good faith the validity or amount of any mechanics' or materialman's lien nor limit the remedies available to the Owner with respect thereto so long as such delay in performance shall not subject the Public Facilities thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

Section IV.6 Payment. Upon approval of the Payment Request (or any portion thereof) by the Director, the Director shall sign the Payment Request and forward the same to the District Representative. Upon receipt of the approved Payment Request, the District Representative shall, within five (5) business days of receipt of the approved Payment Request, cause the same to be paid, to the extent of CFD Sources, including funds then on deposit in the Acquisition and Construction Fund. Any approved Payment Request not paid due to an insufficiency of CFD Sources shall be paid promptly following the receipt of CFD Sources, including the deposit into the Acquisition and Construction Fund of additional proceeds of the Bonds, earnings on the Acquisition and Construction Fund or other funds transferred pursuant to the Fiscal Agent Agreement.

The Purchase Price paid hereunder (in any number of installments) for any Public Facility shall constitute payment in full for such Public Facility, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished, or incurred for completion of such Public Facility, as specified in the Plans.

Section IV.7 Restrictions on Payments. Notwithstanding any other provisions of this Agreement, the following restrictions shall apply to any payments made to the Owner under Sections 4.5 and 4.6 hereof:

A. Amounts of Payments. Payments for each Public Facility will be made only in the amount of the Purchase Price for the respective Public Facility. The City agrees that the Actual Cost of a Public Facility may fluctuate from the estimated amounts. The City agrees that the Owner has the latitude to increase or decrease the reimbursement of a Public Facility, as the Purchase Price is determined.

Nothing herein shall require the City in any event (i) to pay more than the Purchase Price of a Public Facility; or (ii) to make any payment beyond the CFD Sources available from time to time for such Public Facilities. The Parties hereto acknowledge and agree that all payments to the Owner for the Purchase Prices of Public Facilities are intended to be reimbursed to the Owner for services provided or costs incurred by the Owner or moneys already expended or incurred by the Owner to third parties in respect of such Public Facilities.

B. Frequency. No more than one Payment Request shall be submitted in any calendar month although a Payment Request may relate to more than one Public Facility.

Section IV.8 Defective or Nonconforming Work. If any of the work done or materials furnished for a Public Facility are found by the Director to be defective or not in substantial

accordance with the applicable Plans: (i) if such finding is made prior to payment for the Purchase Price of such Public Facility hereunder, the Director may withhold payment therefor until such defect or nonconformance is corrected; or (ii) if such finding is made after payment of the Purchase Price of such Public Facility, the City and the Owner shall act in accordance with the applicable Improvement Agreement, if any.

Section IV.9 Modification of Public Facilities. The District, the City, and the Owner may make modifications in the composition and description of the Public Facilities whenever the District, the City, and the Owner deem such modifications to be appropriate. Any such modification shall be approved and implemented by the Director and the Owner executing a supplement to Exhibit A containing a description of the modified Public Facility. Upon the execution of any such supplement to Exhibit A, the description of the Public Facility in Exhibit A shall be deemed to have been modified in accordance therewith. Any such modification shall not diminish the overall public facilities to be provided pursuant to the Improvement Agreements.

Section IV.10 Expectations of the Parties. The City understands and agrees that (i) Owner will be constructing Public Facilities prior to the availability of CFD Sources that will be used to pay for such Public Facilities, (ii) the City may be inspecting such Public Facilities and processing and completing Payment Requests for the payment on such Public Facilities with knowledge that there may be insufficient CFD Sources available at such time, (iii) the Public Facilities may be conveyed to and accepted by the City when there are insufficient CFD Sources to pay the Purchase Prices of such Public Facilities, (iv) in any such case, the payment of any approved payment requests for the Purchase Prices of such Public Facilities will be deferred until there are CFD Sources available to pay all or part of the Purchase Prices of such Public Facilities, and (v) the City shall make payments from time to time in as many installments as necessary as additional CFD Sources become available until such time as the entire Purchase Price of a Public Facility is paid in full. At all times, Owner will be constructing such Public Facilities with the expectation that the Purchase Prices for such Public Facilities will be paid from the CFD Sources. The conveyance of Public Facilities to the City prior to receipt of the Purchase Prices for such Public Facilities shall not be construed as a dedication or gift, or a waiver of the payment of the Purchase Prices, or any part thereof, for such Public Facilities.

ARTICLE V

OWNERSHIP AND TRANSFER OF PUBLIC FACILITIES

Section V.1 Conveyance of Land and Easements for the City. Acceptable Title to all property on, in or over which each Public Facility to be acquired by the City will be located, shall be conveyed to the City by way of grant deed, quitclaim, or dedication or irrevocable offer of dedication of such property, or easement thereon, in accordance with the applicable Improvement Agreement, if any. The Owner agrees to provide the City such documents as are required to obtain Acceptable Title with respect to these Public Facilities funded pursuant to this Agreement. Conveyance (but not acceptance) of title to land shall be accomplished prior to the payment of the Purchase Price for a Public Facility.

Section V.2 Evidence and Insurance. Within fifteen (15) calendar days following the request of the City, the Owner shall furnish to the City a preliminary title report for such land not

previously dedicated or otherwise conveyed to the City, for review and approval prior to the transfer of Acceptable Title to a Public Facility to the City. Within ten (10) calendar days thereafter, the Director shall approve the preliminary title report unless it reveals a matter which, in the judgment of the Director, could materially affect the City's use of any part of the property or easement covered by the preliminary title report for the purpose for which such property or easement is being conveyed. In the event the Director does not approve the preliminary title report, the City shall not be obligated to accept title to such Public Facility or pay the Purchase Price for such Public Facility until such objections to title have been cured to the satisfaction of the Director. The failure of the Director to provide written approval to the Owner shall be deemed to be a disapproval.

Section V.3 Facilities Constructed on Private Lands. If any Public Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Public Facilities until acquisition of the Public Facilities under Article V hereof. Pending the completion of such transfer and where the Owner has received any payment for any such Public Facility, the Owner shall be responsible for maintaining the land and any Public Facilities in good and safe condition.

Section V.4 Facilities Constructed on City Land. If the Public Facilities to be acquired are on land owned by the City, the City hereby grants to the Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Public Facilities. The provisions for inspection and acceptance of such Public Facilities otherwise provided herein shall apply.

Section V.5 Maintenance and Warranties. The Owner shall maintain each Public Facility constructed by the Owner in good and safe condition until the Acceptance Date of the Public Facility. Prior to the Acceptance Date, the Owner shall be responsible for performing any required maintenance on any Public Facility constructed by the Owner. On or before the Acceptance Date of the Public Facility, the Owner shall assign to the City, to the extent assignable, all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Public Facility. After the Acceptance Date, the Owner shall not be responsible for maintaining such Public Facility. Any warranties, guarantees or other evidences of contingent obligations of third parties with respect to the Public Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

ARTICLE VI

AUTHORIZED FEES

Section VI.1 Payment of Authorized Fees.

- A. Request for Payment of Authorized Fees. The Owner may request payment of Authorized Fees from the CFD Sources by executing and submitting to the Director a request for payment in substantially the form of Exhibit C attached hereto and shall include such supporting documentation to substantiate such request as the City may require. Upon receipt of such payment request, the City shall pay, or cause to be paid, the Authorized Fees requested in such payment request in accordance with this Agreement and to the extent of such CFD Sources.
- B. City Response to Request for Payment of Authorized Fees. Within thirty (30) days of receipt of any request for payment of Authorized Fees, or such longer period to which the City and the Owner may agree, the Director shall review such request and advise the Owner in writing whether the request is approved or denied. If the request is denied, in whole or in part, the written denial shall set forth the reasons for denial. The Owner shall be entitled to resubmit any request or portion thereof so denied if it is able to address the reasons for the denial.
- C. Payment of Authorized Fees in Advance of Availability of CFD Sources. The Owner (or merchant builder) may be required pursuant to the Conditions of Approval or the fee ordinance to pay the Authorized Fees prior to the availability of the CFD Sources to pay such Authorized Fees. In the event such Authorized Fees are paid prior to the availability of the CFD Sources, the amounts paid to the City shall be deemed to be deposits (each a “Deposit”) that are subject to refund by the City to Owner in the manner set forth in subsection (D) of this Section. The City shall place each Deposit in a capital facilities account(s), which may be held by the Fiscal Agent. The Owner and the City represent that the Deposits are not available as a permanent source of funds to pay the Authorized Fees. The Owner acknowledges that the City may finance Authorized Fees with proceeds of tax-exempt bonds only if the City can meet certain requirements of federal tax law.
- D. Return of Deposits. If the Owner (or a merchant builder) has made any Deposits to the City, then following deposit of CFD Sources with the City for the corresponding Authorized Fees, the City shall return to the Owner from the capital account in which the Deposits were deposited the Deposits not previously returned, without interest or other earnings thereon. The City shall be obligated to return such Deposits only to the extent that an equivalent amount of the Deposits to be returned is deposited with the City from the CFD Sources. The Deposits may be returned from time to time as additional CFD Sources become available.
- E. Deposits Allocated First. CFD Sources used to pay Authorized Fees shall be allocated first for return of all Deposits prior to being allocated to the payment of Authorized Fees not previously deposited by the Owner (or merchant builder). Any CFD Sources applied to Authorized Fees after returning the Deposits shall constitute a prepayment of the Authorized Fees, and proper credit shall be given for the Authorized Fees to the extent of such prepayment.

F. Application of Deposits. Any Deposits that have not been returned to the Owner at the time it is determined that there will be no further CFD Sources available (now or in the future), shall be retained by the City and may be used for the purposes for which the Authorized Fee was required, and the unrefunded Deposits shall constitute full and final payment for such Authorized Fees, without any increase of any kind.

The parties agree that, although the parties intend to use CFD Sources to finance Authorized Fees as set forth in this Section 6.1, nothing in this Section 6.1 is intended to limit the use by the City of any Deposits for the purposes for which the Authorized Fees were imposed. The City shall reimburse the Owner for any Deposits made in accordance with this Agreement even if the City has expended the Deposits for their intended purpose.

G. Expectations. The Owner (or a merchant builder) may pay Authorized Fees (as Deposits) prior to the availability of CFD Sources to pay such Authorized Fees. Any Authorized Fees paid (as Deposits) by the Owner shall be made with the understanding that such Deposits will be returned from the CFD Sources if, and when, such CFD Sources become available. The payment of Deposits prior to the availability of the CFD Sources shall not be construed as a dedication or gift of the Authorized Fees, or a waiver of the return of the Deposits, it being the intention that the Authorized Fees be paid by the CFD Sources to the extent of the CFD Sources.

ARTICLE VII INSURANCE

Section VII.1 Requirements. The Owner shall, at all times prior to the final Acceptance Date of all Public Facilities, maintain, deliver to the City evidence of and keep in full force and effect, or cause to be maintained, delivered to the City evidence of and kept in full force and effect, the insurance policies and endorsements required pursuant to the Improvement Agreements or if a Public Facility is not subject to an Improvement Agreement, the insurance policies meeting the coverage requirements set forth in Section 6.1.J. below.

A. Time for Compliance. The Owner shall not commence any physical work on the Public Facilities until it has provided evidence satisfactory to the Risk Manager that it has secured all insurance required under this Section 6.1. In addition, the Owner shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section 6.1. Any insurance policy or endorsement required pursuant to this Section 6.1 shall be procured by the Owner at its expense (but subject to reimbursement to the extent permitted as an Actual Cost).

B. Insurance Endorsements. The insurance policies required pursuant to this Section 6.1 (including any insurance policy required pursuant to any Improvement Agreement) shall contain the following provisions, or the Owner shall provide endorsements on forms supplied or approved by the Risk Manager to add the following provisions to its insurance policies:

1. General Liability. (a) The City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers shall be covered as additional insureds with respect to the construction of the Public Facilities or operations performed by or on behalf of the Owner, including materials, parts or equipment furnished in connection with such work; (b) the insurance coverage shall be primary and non-

contributing insurance as respects the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage; and (c) any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers. Any insurance or self-insurance maintained by the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers shall be excess of the Owner's insurance and shall not be called upon to contribute with it.

2. Automobile Liability. (a) The City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Owner or for which the Owner is responsible; (b) the insurance coverage shall be primary insurance as respects the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Owner's scheduled underlying coverage; and (c) any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, consultants, agents and volunteers shall be excess of the Owner's insurance and shall not be called upon to contribute with it in any way.

3. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Owner.

4. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (a) coverage shall not be suspended, voided, reduced (in coverage or in limits) or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Risk Manager; and (b) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers.

Liability coverage shall not be limited to the vicarious liability or supervising role of any additional insured nor shall there be any limitation with the severability clause. Coverage shall contain no limitation endorsements and there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment related practices. All liability insurance shall be on an occurrence basis. Insurance on a claims made basis will be rejected. There shall be no cross policy exclusion.

C. Separation of Insureds; No Special Limitations. All insurance required by this Section 6.1 shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to the City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers.

D. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by the Owner shall also procure and maintain, for a period of five (5) years following acceptance (pursuant to the terms of this Agreement) of all Public Facilities, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence.

E. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. The Owner shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, the District, and their respective Councilmembers, officers, directors, officials, employees, consultants, agents, and volunteers; or (2) the Owner shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

F. Acceptability of Insurers. Insurance is to be placed with insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A+:VII." Self-insurance will not be considered to comply with these insurance specifications.

G. Verification of Coverage. The Owner shall furnish the City with certificates of insurance and endorsements, duly authenticated, evidencing coverage required by this Agreement on forms satisfactory to the Risk Manager and with other evidence of coverage as may be reasonably required by the Risk Manager. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the Risk Manager. All certificates and endorsements must be received and approved by the Risk Manager before work commences. The Risk Manager reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. Reduction, Cancellation, Void or Suspended Policy. In the event that any required insurance is reduced in coverage, canceled for any reason, voided or suspended, the Owner agrees that the City may arrange for insurance coverage as specified, and the Owner further agrees that administrative and premium costs may be deducted from any deposits or bonds the City may have, or from the Acquisition and Construction Fund under the Fiscal Agent Agreement. A reduction or cancellation will cause a halt to payment for any Public Facilities until the insurance is reestablished.

I. Subcontractors. All contractors and subcontractors shall meet the requirements of this Section 6.1 before commencing any physical work on the Public Facilities. The Owner shall also require all of its contractors and subcontractors to procure and maintain the same insurance required for Owner hereunder until acceptance (pursuant to the terms of this Agreement) of all Public Facilities. In addition, the Owner shall include all contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor and subcontractor, in form and substance acceptable to the Risk Manager, prior

to the contractor and subcontractor entering the job site. All coverages for contractors and subcontractors shall be subject to all of the requirements stated herein.

J. Minimum Requirements. If any Public Facility is not subject to an Improvement Agreement, the Owner shall procure and maintain, until acceptance pursuant to the terms of this Agreement of all such Public Facilities, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work covered by this Agreement by the Owner, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following:

(a) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001);

(b) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

(c) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and

(d) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City).

2. Minimum Limits of Insurance. The Owner shall maintain limits no less than:

(a) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to each construction contract for a Public Facility that is separately bid and shall be \$2,000,000. If multiple Public Facilities are aggregated under one construction contract, the Risk Manager may in its sole discretion require a higher general aggregate limit;

(b) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage;

(c) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and

(d) *Builders'/All Risk:* Completed value of the project.

The foregoing requirements as to the insurance coverage to be maintained by the Owner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Owner under this Agreement.

Section VII.2 Evidence of Insurance. The Owner shall furnish to the City, from time to time upon request, a certificate of insurance regarding each insurance policy required to be maintained by the Owner hereunder.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section VIII.1 Covenants and Warranties of the Owner. MPL Property Holdings LLC represents and warrants as to themselves for the benefit of the City as follows:

A. Organization. The Owner is in compliance in all material respects with the laws of its state of organization, and has the limited liability company power and authority to own its property and assets and to carry on its business as now being conducted and as now contemplated.

B. Authority. The Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Owner.

C. Binding Obligation. This Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms.

D. Financial Records. Until one year after the final acceptance of all the Public Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Public Facilities and all costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on reasonable notice.

E. Plans. The Owner represents that it has obtained or will obtain approval of the Plans for the Public Facilities constructed by the Owner from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Public Facilities constructed by the Owner have been or will be constructed in compliance with such approved Plans and any supplemental agreements (change orders) thereto, as approved in the same manner.

Section VIII.2 Indemnification and Hold Harmless. The Owner and its successors and assigns shall assume the defense of, indemnify, protect and save harmless the City, the District, and each of their respective Councilmembers, directors, officials, officers, employees, consultants, agents, and volunteers (each an “**Indemnified Party**”), and each and every one of them (including independent contractors who serve as the City’s or District’s officers or officials), from and against all suits, actions, or other legal proceedings, demands, damages, injuries, claims, losses, causes of action, liabilities, costs, or expenses of every type and description to which they may be subjected or put, whether known or unknown, existing or potential, anticipated or unanticipated, in law or equity, to property or persons, including wrongful death, by reason of, or resulting or in any manner arising from or incident to, the performance by the Owner (or any of its officers, members, agents, servants, employees, contractors, subcontractors, materialmen, or

suppliers) of its obligations under this Agreement, the construction of the Public Facilities (including, but not limited to, failure of the Owner to pay any amount due to any contractor hired by the Owner for the construction of any Public Facility and any fines or penalties arising therefrom, and all damages to property or personal injury by reason of, or in the course of, performing work, which may be caused by any willful or negligent act or omission by the Owner or any of the Owner's employees, or any subcontractor), or the presence of any hazardous materials on or in any land conveyed by the Owner to the City hereunder (but excluding hazardous materials which are introduced in or on such land by an Indemnified Party or after the expiration of the period for which the Owner is responsible for maintenance of the related Public Facility pursuant to Section 5.5. hereof), or an alleged misstatement or omission of fact relating to the Owner or its development of the property within the District in those portions of any official statement for the District or the Bonds that are set forth in each Letter of Representations executed by the Developer in connection with each issuance of Bonds (including, if applicable, any statement regarding the presence of any hazardous materials or endangered species thereon or therein), including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. No provision of this Agreement shall in any way limit the extent of the Owner's responsibility for payment of damages resulting from the operations of the Owner and its contractors, subcontractors and servants; provided, however, that the Owner shall not be required to indemnify an Indemnified Party as to damages resulting from the negligence or willful misconduct of an Indemnified Party in performing its obligations under this Agreement.

The Owner shall defend, at the Owner's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City or the District, or their respective directors, officials, officers, employees, consultants, agents or volunteers. The Owner shall pay and satisfy any judgment, award or decree that may be rendered against City or the District, or their Councilmembers, directors, officials, officers, employees, consultants, volunteers or agents, in any such suit, action or other legal proceeding. The Owner shall reimburse City, the District, and their respective Councilmembers, directors, officials, officers, employees, consultants, agents and/or volunteers, for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

The City and District do not, and shall not, waive any rights against the Owner which either may have by reason of the aforesaid hold harmless agreements because of the acceptance by the City, or deposit with the City by the Owner of any insurance policies described in Section 6.1. The aforesaid hold harmless agreement by the Owner shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by reasons of any of the aforesaid operations of the Owner, or any contractor, subcontractor or servant, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

Except for the negligence or willful misconduct of the Indemnified Parties, no act by the City, the District, or their respective representatives in processing or accepting any plans, in releasing any bond, or in inspecting or accepting any work, shall in any respect relieve the Owner or anyone else from any legal responsibility, obligation or liability it might otherwise have.

The indemnification and hold harmless provisions of this Section 7.2 shall survive the termination of this Agreement, the completion of construction of the Public Facilities, and the conveyance of title thereto to the City.

No provision of this Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner and its agents, employees or contractors.

ARTICLE IX

DEFAULT AND REMEDIES

Section IX.1 Default Remedies. Failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a **"Default"** under this Agreement. A Party claiming a Default shall give written notice of Default (a **"Notice of Default"**) to the other Party specifying such Default. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other Party, and the other Party shall not be in Default if such party within thirty (30) days from receipt of such Notice of Default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence.

Section IX.2 Institution of Legal Actions. The Parties shall be entitled to seek any remedy available at law and in equity for the other Party's Default. All legal actions must be instituted in the Superior Court of the County of Ventura, State of California, or in the United States District Court for District of California in which Ventura County is located.

Section IX.3 Acceptance of Service of Process. In the event that any legal action is commenced by the Owner against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by the City against the Owner, service of process on the Owner shall be made in such manner as may be provided by law.

Section IX.4 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

Section IX.5 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section IX.6 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section IX.7 Attorneys' Fees. In any action between the Parties to interpret, enforce, reform, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees.

ARTICLE X

GENERAL

Section X.1 Mutual Consent. This Agreement may be terminated by the mutual written consent of the City and the Owner, and all or any portion of the CFD Sources, including moneys in the Acquisition and Construction Fund, may be used to pay for same, and the Owner shall have no claim or right to any further payments for the Purchase Price of Public Facilities or Authorized Fees, except as otherwise may be provided in such written consent.

Section X.2 Audit. The City shall have the right, during normal business hours and upon the giving of five (5) business days' prior written notice to the Owner, to review all books and records of the Owner at the Owner's place of business pertaining to costs and expenses incurred by the Owner in relation to any of the Public Facilities, and any bids taken or received for the construction thereof or materials therefor.

Section X.3 Notices, Demands and Communications Between the Parties. Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Agreement from one Party to another (collectively, "**Notices**") may be personally delivered (including by commercial courier service), transmitted by facsimile (FAX) transmission, deposited with the United States Postal Service for mailing, postage prepaid, or sent by overnight delivery to the address of the other Party as stated in this Section, and shall be deemed to have been given or sent at the time of personal delivery or FAX transmission or sent electronically provided that the sender receives an electronic confirmation of receipt, or, if mailed, on the third day following the date of deposit in the course of transmission with the United States Postal Service or if sent by overnight delivery, on the day following its deposit with the overnight carrier. Notices shall be sent as follows:

If to the City:

City of Oxnard
Attn: City Manager
300 West Third Street, 3rd Floor
Oxnard, California 93030

with copy to:

City Attorney
City of Oxnard
305 West Third Street, Suite 100E
Oxnard, California 93030

If to the Owner:

MPL Property Holdings LLC
Attn: Scott Bordogna
787 Sevent Avenue, 50th Floor
New York, NY 10019
Email: sbordogna@gtispartners.com

MPL Property Holdings LLC
Attn: Thomas Feldstein
1808 Wedemeyer Street, Suite 324
The Presidio
San Francisco, CA 94129
Email: tfeldstein@gtispartners.com

With Copy to:

Holland & Knight LLP
Attn: Robert M. Haight Jr.
50 California Street, Suite 2800
San Francisco, California 94111
email address: robert.haight@hklaw.com

Section X.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The Owner may assign its rights pursuant to this Agreement to a purchaser (an “Assignee”) of a portion or portions of the property which is/are located within the District (the “Property”) only with the prior written consent of the City and the District, which consent shall not be unreasonably withheld. In connection with any such consent of the City or the District, the City or the District, as applicable, may condition its consent upon the acceptability of the relevant experience and financial condition of the proposed assignee, the assignee’s express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City or District, as applicable, deems relevant in the circumstances. If any such factors may adversely affect the security for the Bonds, as determined by the City and the District, in their sole discretion after consultation with the City’s and/or District’s municipal advisor, bond counsel, and underwriters, the City’s withholding or conditions of such consent shall be deemed to be reasonable. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved in writing by the City and the District. Subject to the foregoing, the Owner may assign to the Assignee the responsibility for the construction of all or a portion of the Public Facilities which remain to be constructed and the right to receive payment of the Purchase Price for Public Facilities previously completed by the Owner. The Owner and Assignee shall provide to the City such reasonable proof as the City may require that such Assignee is the purchaser of the Property within the District. Such Assignee shall, as a condition to receiving payment of a Purchase Price, enter into an assignment and assumption agreement with the City and the Owner, in the form attached hereto as Exhibit D, whereby such Assignee agrees, except as may be otherwise specifically provided therein, to assume the obligations of the Owner pursuant to this Agreement with respect to such Public Facilities, and to be bound thereby. No assignment, whether or not consented to by the City and the District, shall release the Owner from its obligations and liabilities

under this Agreement unless such release is expressly agreed to by the City and the District in writing, which shall not be unreasonably withheld.

Section X.5 Relationship Between the City and the Owner. It is hereby acknowledged by the Owner that the relationship between the City and the Owner is not that of a partnership or joint venture and that the City and the Owner shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, the City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Project.

Section X.6 No Third Party Rights. The Parties intend that no rights or remedies be granted to any third party as a beneficiary of this Agreement or of any covenant, duty, obligation or undertaking established herein.

Section X.7 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

Section X.8 Other Agreements. The obligations of the Owner hereunder shall be that of a Party hereto. Nothing herein shall be construed as affecting the City's or the Owner's rights, or duties to perform their respective obligations, under Improvement Agreements, other agreements, use regulations or subdivision requirements relating to the development of the property within the District. This Agreement shall not confer any additional rights, or waive any rights given, by either Party hereto under any development or other agreement to which they are a party.

Section X.9 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

Section X.10 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both Parties.

Section X.11 No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

Section X.12 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

Section X.13 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision,

condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

Section X.14 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day a Payment Request is received), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “**holiday**” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. The term “**business day**” shall mean any day other than a holiday or Saturday or Sunday. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

Section X.15 Legal Advice. Each Party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement it does so with full knowledge of any right which it may have; it has received independent legal advice from its respective legal counsel as to the matter set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section X.16 Cooperation. Each Party agrees to reasonably cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

Section X.17 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

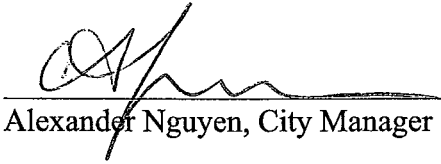
Section X.18 Non-Liability of Officials and Employees of the City. No Councilmember, official, officer or employee of the City shall be personally liable to the Owner, or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement. The Owner hereby waives and releases any and all claims it may have against the Councilmembers, officials, officers or employees of the City with respect to any Default or breach by the City under this Agreement or for any amount under this Agreement which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

Section 10.19 Notice of Special Tax. The Owner, or the successor or assigns of the Owner, shall prepare and provide written notice to all potential purchasers or lessees, if the special taxes are to be passed through to such lessees, of lots in the form prescribed by California Government Code Section 53341.5 advising the potential owner or lessee, as applicable, of the fact of the proposed or confirmed District, with said document being executed by the potential purchaser or lessee, as applicable. Such notice shall be provided to the potential purchaser or lessee, as

applicable, before the potential purchaser becomes contractually committed to purchase the lot or the lessee enters into the lease of the lot so that the potential purchaser or lessee, as applicable, may knowingly consider the impact of the special tax in the decision to purchase or lease the lot.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

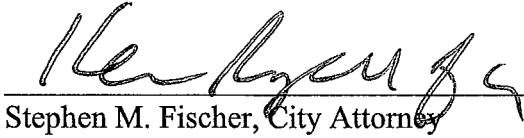
FOR CITY OF OXNARD:

By: 
Alexander Nguyen, City Manager

ATTEST:

By:  10/5/21
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

By: 
Stephen M. Fischer, City Attorney

FOR OWNER:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

EXHIBIT A
ELIGIBLE PUBLIC FACILITIES LIST AND AUTHORIZED FEES

	Estimated Cost
City of Oxnard Impact Fees ¹	
Sewer Connection Fee	\$1,534,752
Water System Connection Fee (3/4" Meter)	\$914,836
Storm Drain Fee	\$561,630
Traffic Circulation Fee	\$2,344,760
Quimby Fees	\$1,762,862
Growth Requirement Capital Fee	\$1,198,967
Parks and Recreation Fee	\$73,000
Public Art Program	<u>\$206,718</u>
Total Estimated City of Oxnard Impact Fees	\$8,597,525
City of Oxnard Improvements ²	
Sewer Lift Station	\$1,500,000
On-Site Water Improvements	\$1,381,304
Harbor Blvd. and 5 th Street (Streets/SD)	<u>\$4,516,007</u>
Total Estimated City of Oxnard Improvements	\$7,397,311

1 Reflects the City of Oxnard Development Impact Fees in effect for entitled property through July 19, 2021. These are estimates only and the CFD is authorized to finance the Impact Fees in the amount required at the time of payment.

2 These costs are estimates only. The CFD may finance the Actual Cost of the Facilities.

EXHIBIT B
PAYMENT REQUEST NO. _____

The undersigned _____ (the “**Owner**”) hereby requests payment in the total amount of \$ _____ for the Public Facility (as defined in the Funding and Acquisition Agreement, dated as of October 5, 2021 (the “**Agreement**”), by and between the City of Oxnard (the “**City**”) and MPL Property Holdings LLC, a Delaware limited liability company, and described in Exhibit A to that Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City and the District as follows (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement):

1. He/She is a duly authorized officer of the Owner, qualified to execute this Payment Request for payment on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. To the extent that this Payment Request is with respect to a completed Public Facility, the Owner has submitted or submits herewith to the City, if applicable, as-built drawings or similar plans and specifications for the items to be paid for as listed in Attachment 1 hereto with respect to any such Public Facility, and such drawings or plans and specifications, as applicable, are true, correct and complete.

3. All costs of the Public Facilities for which payment is requested hereby are Actual Costs (as defined in the Agreement referenced above) and have not been inflated in any respect. The items for which payment is requested have not been the subject of any prior payment request submitted to the City.

4. Supporting documentation (such as third party invoices, lien releases and cancelled checks) is attached with respect to each cost for which payment is requested.

5. The Public Facilities for which payment is requested was constructed in accordance with the requirements of the Agreement and in compliance with any applicable prevailing wage requirements.

6. The Owner is in compliance with the terms and provisions of the Agreement and no portion of the amount being requested to be paid was previously paid.

7. The Purchase Price for the Public Facilities (a detailed calculation of which is shown in Attachment 1 hereto for each Public Facility) has been calculated in conformance with the terms of Section 4.4 of the Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

Dated: _____

CITY:

Payment Request Approved for Submission to
City Manager

By: _____

Director of Public Works

Amount Approved: \$ _____

Date: _____

Payment Request Approved for Submission to
Fiscal Agent

By: _____

City Manager

Amount Approved: \$ _____

Date: _____

ATTACHMENT 1

**SUMMARY OF PUBLIC FACILITIES
TO BE ACQUIRED AS PART OF PAYMENT REQUEST NO. _____**

<u>Ref. No.</u>	<u>Public Facility</u>	<u>Actual Cost</u>	<u>Disbursement Requested</u>
-----------------	------------------------	--------------------	-----------------------------------

[List here all Public Facilities for which payment is requested,
and attach support documentation]

EXHIBIT C

FORM OF PAYMENT REQUEST (Authorized Fees)

The undersigned _____ (the “**Owner**”) hereby requests payment in the total amount of \$ _____ for Authorized Fees (as defined in the Funding and Acquisition Agreement, dated as of October 5, 2021 (the “**Agreement**”), by and between the City of Oxnard (the “**City**”) and MPL Property Holdings LLC, a Delaware limited liability company, and described in Exhibit A to that Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City and the District as follows (all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement):

1. The undersigned is an authorized representative of the Owner, qualified to execute this request for payment on behalf of the Owner and knowledgeable as to the matters set forth herein.
2. Each fee listed on Attachment 1 is an Authorized Fee as defined in the Acquisition Agreement.
3. Authorized Fees represented by a Deposit previously made by the Owner (or merchant builders) with the City are identified on Attachment 1, and such Deposits are hereby requested to be returned to the Owner from the capital account in which the Deposits were deposited.
- 4 Supporting documentation (such as receipts) is attached with respect to each cost for which payment is requested.
5. The Owner is in compliance with the terms and provisions of the Acquisition Agreement and no portion of the amount being requested to be paid was previously paid.
6. The Owner represents that it has satisfied the conditions specified in the Acquisition Agreement for the payment of Authorized Fees.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

Date: _____

CITY:

Payment Request Approved for Submission to
City Manager

By: _____
Director of Public Works

Amount Approved: \$ _____

Date: _____
Payment Request Approved for Submission to
Fiscal Agent

By: _____

City Manager

Amount Approved: \$ _____
Date: _____

ATTACHMENT 1

Identity of Authorized Fee	Amount	Represented by Deposit Held by the City
Total		

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to a Funding and Acquisition Agreement dated as of October 5, 2021 (the “**Agreement**”) by and between the City of Oxnard (“**City**”) and MPL Property Holdings LLC, a Delaware limited liability company, which Agreement is hereby incorporated herein by this reference, and for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. The assignment and assumption provided for under this Assignment and Assumption Agreement (“**Assignment**”) is made together with the sale, transfer or assignment of all or a part of the property subject to the Agreement. The property sold, transferred or assigned together with this Assignment is included within the District and described in “Attachment 1” attached hereto and incorporated herein by this reference (the “**Subject Property**”).

2. _____, as the assignor hereof (the “**Assignor**”) hereby grants, sells, transfers, conveys assigns and delegates to _____ (“**Assignee**”), all of Assignor’s rights, title, interest, benefits, privileges, duties and obligations arising under or from the Agreement with respect to the Subject Property and the Public Facilities authorized to be funded with respect to the District except for the following: _____.

3. Assignee hereby accepts the foregoing assignment and unconditionally assumes and agrees to perform all of the duties and obligations of Assignor arising under or from the Agreement as owner of the Subject Property and the Assignor shall be released with respect to such obligations.

4. The sale, transfer or assignment of the Subject Property and the assignment and assumption provided for under this Assignment are the subject of additional agreements between Assignor and Assignee. Notwithstanding any term, condition or provision of such additional agreements, the rights of the City arising under or from the Agreement and this Assignment shall not be affected, diminished or defeated in any way, except upon the express written agreement of the City.

5. Assignor and Assignee execute this Assignment pursuant to Section 9.4 of the Agreement, and the City evidences its consent to this Assignment by signing below.

IN WITNESS WHEREOF, the parties have executed this Assignment on

_____.

ASSIGNOR:

MPL PROPERTY HOLDINGS LLC,
a Delaware Limited Liability Company

By: GTIS-Mandalay LLC, a Delaware limited liability company, its managing member

By: River Blocker I LLC, its administrative member

By: GTIS US Residential Strategies Parallel Fund LP, its sole member

By: GTIS US Residential Strategies Fund GP LLC, its general partner

By: _____

Name: _____

Title: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

CITY:

CITY OF OXNARD

By: _____

Its: City Manager

ATTACHMENT 1
DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT E

**DESIGN, BID AND CONTRACT REQUIREMENTS
FOR PUBLIC FACILITIES**

(i) Owner shall prepare a bid package and the form of the required notices for review, comment and approval by the City Engineer.

(ii) Owner shall solicit three bids, or such lesser amount if the nature of the contract does not allow for three bids.

(ii) Owner shall mail notices inviting formal bids. The notices shall be mailed no later than thirty (30) calendar days before the opening date of the bids. The notices shall distinctly describe the project and state the time and place for submission of bids.

(iii) Bids shall be submitted to the Owner either via hard copy or email.

(iv) Owner shall submit to the City written evidence of compliance with the competitive bidding procedures set forth herein, including evidence of the required noticing, a listing of all responsive bids and their amounts and the name or names of the contractor or contractors to whom Owner proposed to award the contracts for such construction.

(v) After consultation with the City, the contract for the construction of a Public Facility shall be awarded by the Owner to the responsible bidder submitting the lowest responsive bid for the construction of such Public Facility.

AMENDMENT TO FUNDING AND ACQUISITION AGREEMENT

This Amendment to Funding and Acquisition Agreement (“Amendment”) is executed as of July _____, 2025 (the “Effective Date”) by and between the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) (“District”) and Fifth Harbor Owner, LLC (the “Owner”).

RECITALS

A. The City of Oxnard (the “City”) has previously established the District and authorized the levy of, among others, a facilities special taxes (the “Special Tax - Facilities”) within the District, and authorized the issuance of bonds secured by such Special Tax - Facilities levied by the District to fund the acquisition and construction of certain public facilities and related costs and authorized fees.

B. The City, acting on behalf of the District, and MPL Property Holdings LLC (“MPL”), entered into a Funding and Acquisition Agreement dated as of October 5, 2021 (the “Funding and Acquisition Agreement”) relating to the construction, acquisition, payment and reimbursement of certain public facilities and authorized fees, which Funding and Acquisition Agreement was assumed by Fifth Harbor Owner, LLC.

C. The District will use the proceeds of the Bonds issued by the District and Special Tax - Facilities to, among other things, finance the payment of the Purchase Price of the Public Facilities and to pay the Authorized Fees (as such terms are defined in the Funding and Acquisition Agreement).

D. The Owner requested certain modifications to the District and the District completed change proceedings for the District on July 15, 2025. The authorized modifications include an increase in the Special Tax – Facilities and amendments to the description and cost of the Public Facilities and Authorized Fees shown in Exhibit A to the Funding and Acquisition Agreement.

E. Therefore, it is necessary to amend Exhibit A to the Funding and Acquisition Agreement to reflect the authorized modifications.

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms set forth in this Amendment, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and form a material part of this Amendment.

2. Amendment of Exhibit A to Funding and Acquisition Agreement. The District and the Owner agree that Exhibit A to the Funding and Acquisition Agreement is hereby superceded and replaced with Exhibit A attached hereto. Exhibit A shall form part of the Funding and Acquisition Agreement, as amended, as fully and with the same effect as if all such terms and provisions had been set forth in the Funding and Acquisition Agreement, as amended. The Funding and Acquisition Agreement is hereby ratified and confirmed and

shall continue in full force and effect in accordance with the terms and provisions thereof, as amended hereby. If there shall be any conflict between the terms of this Amendment and the terms of the Funding and Acquisition Agreement (as in effect on the day prior to the effective date of this Amendment), the terms of this Amendment shall prevail.

3. Effective Date of Amendment. This Amendment shall take effect upon the date of execution.

4. Applicable Law. This Amendment shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**FOR CITY OF OXNARD
COMMUNITY FACILITIES
DISTRICT NO. 9 (NORTHSHORE AT
MANDALAY BAY):**

By: _____
Alexander Nguyen, City Manager

ATTEST:

By: _____
Lourdes A. Lopéz, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer, City Attorney

FOR OWNER:

FIFTH HARBOR OWNER, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

REVISED ELIGIBLE PUBLIC FACILITIES LIST AND AUTHORIZED FEES

Preliminary List of Authorized Facilities March 5, 2025

City of Oxnard Improvements		Rate	Per	Units	Total
Sewer Lift Station	[1]	\$ 1,368,459	Total	1	\$ 1,368,459
On-Site Water Improvements	[1]	4,729,625	Total	1	4,729,625
Harbor Blvd / 5th Street (SD)	[1]	1,754,669	Total	1	1,754,669
Harbor Blvd / 5th Street (Streets)	[1]	9,333,033	Total	1	9,333,033
Prevailing Wage	[1]	0%	of Costs	17,185,786	-
Construction Management/Engineering	[1]	5%	of Costs	17,185,786	859,289
Total City Improvements					\$ 18,045,075
City of Oxnard Impact Fees		Rate	Per	Units	Total
Sewer Connection Fee (3/4" Meter)	[2]	\$ 5,256	DU	292	\$ 1,534,752
Water System Connection Fee (3/4" Meter)	[2]	3,133	DU	292	914,836
Storm Drain Fee	[3]	23,885	ACRE	52.76	1,260,189
Traffic Impact Fee (Single Family)	[3]	12,267	DU	292	3,581,833
Mobility Fee	[3]	3,815	DU	292	1,113,927
Quimby Fees (Estimate)	[3]	8,799	DU	292	2,569,308
Growth Requirement Capital Fee	[3]	6,719	DU	292	1,961,837
Parks and Recreation Fee	[3]	7,855	DU	292	2,293,786
Public Art Program	[3]	0.34	SF	846,590	287,841
Total City Impact Fees					\$ 15,518,308
Total Eligible City Impact Fees and Improvements					\$ 33,563,383

- [1] Reflects the estimated City of Oxnard improvement costs per Cost to Complete Budget dated 12/29/2022.
- [2] Reflects the current City of Oxnard Development Sewer and Water Connection Fees per the fee schedule dated 7/18/2024. Water meter sizes per Cost to Complete Budget dated 12/29/2022.
- [3] Reflects the current City of Oxnard Development Impact Fees per the fee schedule dated 7/18/2024. Assumes the project is market rate per the May 2023 Zonda report. The estimated Quimby fee reflected above per the Cost to Complete Budget dated 12/29/2022. Final Quimby fee subject to change per discussion with the City to determine the land value that will be used to calculate the final Quimby fee.

ESTIMATED DESCRIPTION AND BUDGET OF FACILITIES

Preliminary List of Authorized Facilities March 5, 2025

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ESTIMATED DESCRIPTION AND BUDGET OF SERVICES

Initial Annual Budget - Services

<u>CFD Eligible Services</u>	<u>Total Costs</u>
Landscape & Street Lights (Harbor & 5th)	\$103,645
Sewer Lift Station	42,000
Public Storm Drain Maintenance (Harbor & 5th)	72,841
City Administration	214,570
Edison Canal and Channel Islands Harbor Maintenance	86,000
RPA Maintenance (24 Acres)	15,714
Milk Vetch Maintenance	<u>88,180</u>
<i>Total Estimated Annual Costs</i>	<i>\$622,950</i>
<i>Contingency (10%)</i>	<i>62,295</i>
<i>Total</i>	<i>\$685,245</i>

MANDALAY STATE BEACH
RESOURCE PROTECTION MEASURES OPERATING PLAN AND BUDGET
13-Sep-05

(California Department of Parks and Recreation, County of Ventura Parks Department
and Trimark Pacific Homes)

Initial Investment/Set-up Costs - Projected

Description	Cost of Material	Total
<u>Plover Fencing</u>		
5/8 " Anchor Rods @ 6 foot intervals	\$7.80 ea.	\$4,680
Nylon Rope - 4,712 l.f.	\$0.53 per ft.	\$2,505
<u>Fence Installation</u>		
1 Labor Foreman @ 80 hours	37.55/hr.	\$3,004
4 Laborers @ 80 hours	\$34.15/hr	\$10,928
<u>Demolition Post and Chain Link Fence</u>		\$9,400
<u>Dune Fencing</u>		
Wood rail fence with vinyl chain link 6,500 lf	\$11.75	\$76,375
One-time Dune Fence Labor		
1 Labor Foreman @ 90 hours	\$37.55	\$3,379
2 Laborers @ 90 hours	\$34.15	\$3,074
<u>Signs</u>		
(60) 11" X 17" Informational site signs	\$12.75 ea.	\$765
(25) 12" x 24" Directional Signs	\$12.75 ea.	\$153
(3) 48" x 60" Interpretive Signs	\$1,200 ea.	\$3,600
Environmental Review/Permitting Fees		\$7,500
Total		\$125,363

Annual Maintenance Costs - Estimate

<u>Replacement Costs-Plover Fence</u>		\$3,713
<u>Replacement Costs-Plover Signs</u>		\$812
<u>Replacement Costs Permanent Fence and Signs*</u>		\$3,999
<u>Annual Plover Fence Labor</u>		
1 Labor Foreman @ 80 hours	\$37.55/hr.	\$3,187
4 Laborers @ 80 hours	\$34.15/hr.	\$11,594
<u>Ranger</u>		
(1) half time Ranger from March 15-September 15	\$33.32/hr.	\$18,028
26 weeks @ 20 hours per week = 520 hours		
(Including any necessary equipment and training)		\$ 6,000

Administration

(1) Program Administrator - 90 hours/year	\$49.36/hr.	\$4,442
(1) Admin Officer II (HR) - 40 hours/year	\$60.75/hr.	\$2,430
(1) Operations Supv. - 40 hours/year	\$36.31/hr.	\$1,452
(1) PSR II - 36 hours/year**	\$33.32/hr.	\$1,200

TOTAL

\$56,857

Notes

* Replacement costs for permanent fence and signs is calculated on a straight line depreciation over 20 years.

** PSR II position will cover 12 (two per month) maintenance inspections for signs and fencing during 5 month period when part time position is vacant.

Agreement Between CDPR, Ventura County Parks Department and Trimark Pacific Homes

The program requirements for Mandalay State Beach above are based on the description provided by the Coastal Commission under the Resource Policies relating to offsite resource protection measures in Policy 10.1.h.1) of City of Oxnard Local Coastal Program (LCP) Amendment No. OXN-MAJ-1-00, and the requirements of Condition No. 92 of the Coastal Development Permit (CDP) for the North Shore at Mandalay Bay development (PZ NO. 05-400-4).

The location of Mandalay State Beach and the resource protection measures required by **Condition No. 92** of the CDP are delineated on the aerial photograph attached.

The initial investment/set-up costs set forth above are intended to be an estimate and guide as to the improvements listed and the associated costs indicated. The **actual initial investment/set-up costs** listed will be determined by CDPR and the operator of Mandalay State Beach prior to the construction of residences on the North Shore site and at the time bids are received for those items. The **annual maintenance costs** listed above will be adjusted on July 1, 2006, and thereafter on July 1 of each year in accordance with the CPI at a rate of **3%**. Every five years, commencing with July 1, 2011, **adjustments to the annual maintenance costs to reflect actual costs** listed shall be made by CDPR or the local operator of Mandalay State Beach and communicated to the "funding entity" no later than August 15th.

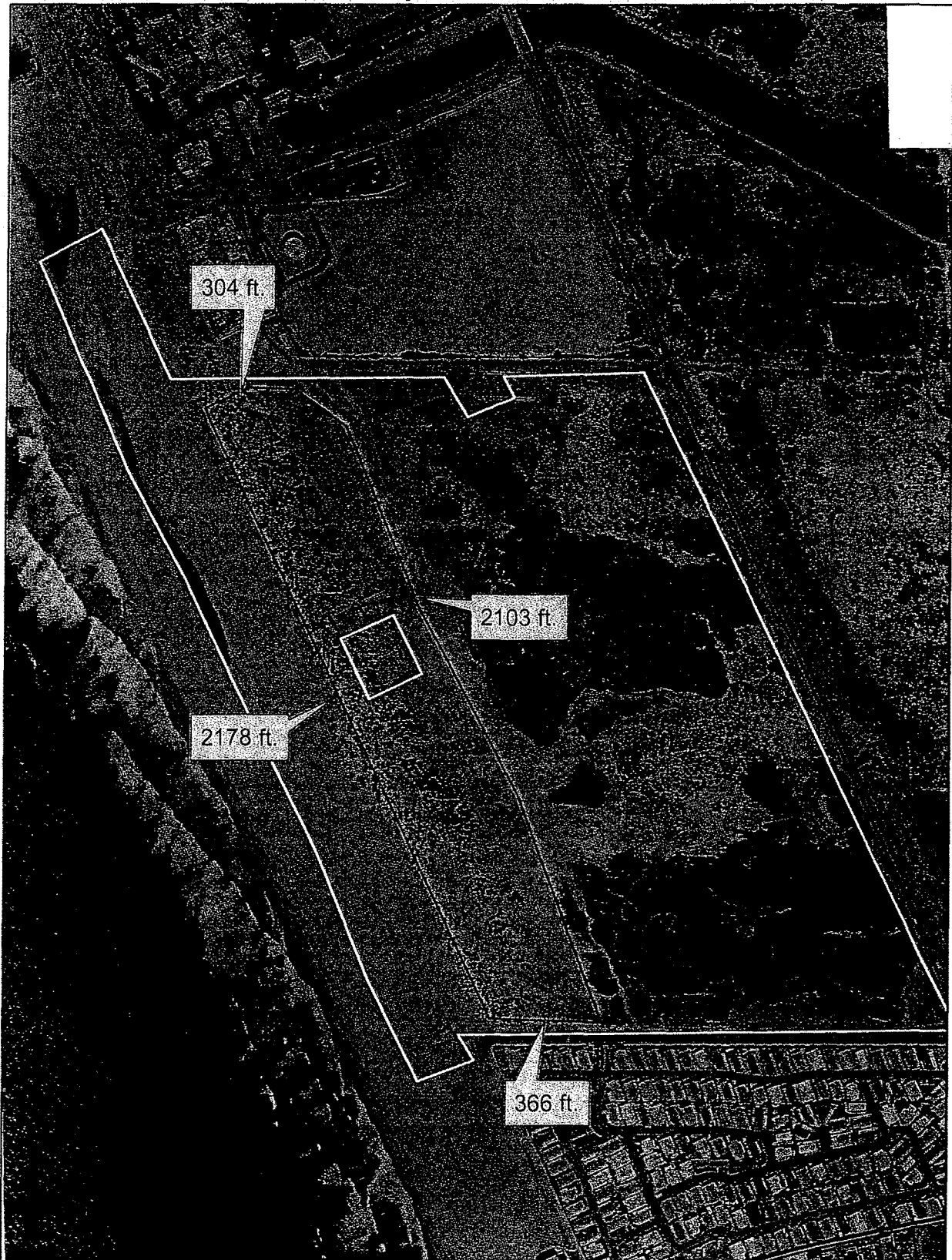
The operator of Mandalay State Beach shall make use of a Trust account for management of all funds disbursed pursuant to this budget. Reconciliation of these funds will occur on a five year cycle. Where surplus funds exist they shall be retained as a contribution toward depreciation and future replacement of permanent fencing, signage and other permanent facilities funded through this condition. Surplus funds will be excluded from the five-year cycle calculation for actual annual maintenance costs. Shortfalls will be addressed in the base budget for the first year of the new cycle. At no time shall funds placed in Trust revert to, or be used for, the General Fund of any operator.

The **actual initial investment/set-up costs**, as determined by CDPR and the operator of Mandalay State Beach, shall be made by the developer, Trimark Pacific Homes, and payable to the operator of Mandalay State Beach, as designated by the property owner, the California Department of Parks and Recreation (CDPR).

As required by Condition No. 92 of CDP approved for the North Shore at Mandalay Bay development, the homeowners association of the development shall be responsible for funding the annual maintenance costs. Payment for annual maintenance costs shall be made annually in a single installment, in advance and by check, no earlier than September 1 and no later than November 30 of each calendar year directly to the operator of Mandalay State Beach. The developer or the homeowners association may assign these funding obligations to a community facilities district (CFD). The parties to this agreement believe that the use of a CFD is appropriate for this purpose and consistent with LCP Policy 10.1.h.1), and shall jointly request that the City of Oxnard include the funding set forth in this operating plan and budget for Mandalay State Beach in the CFD.

The above resource protection measures shall be in place prior to the construction of residences on the North Shore site.

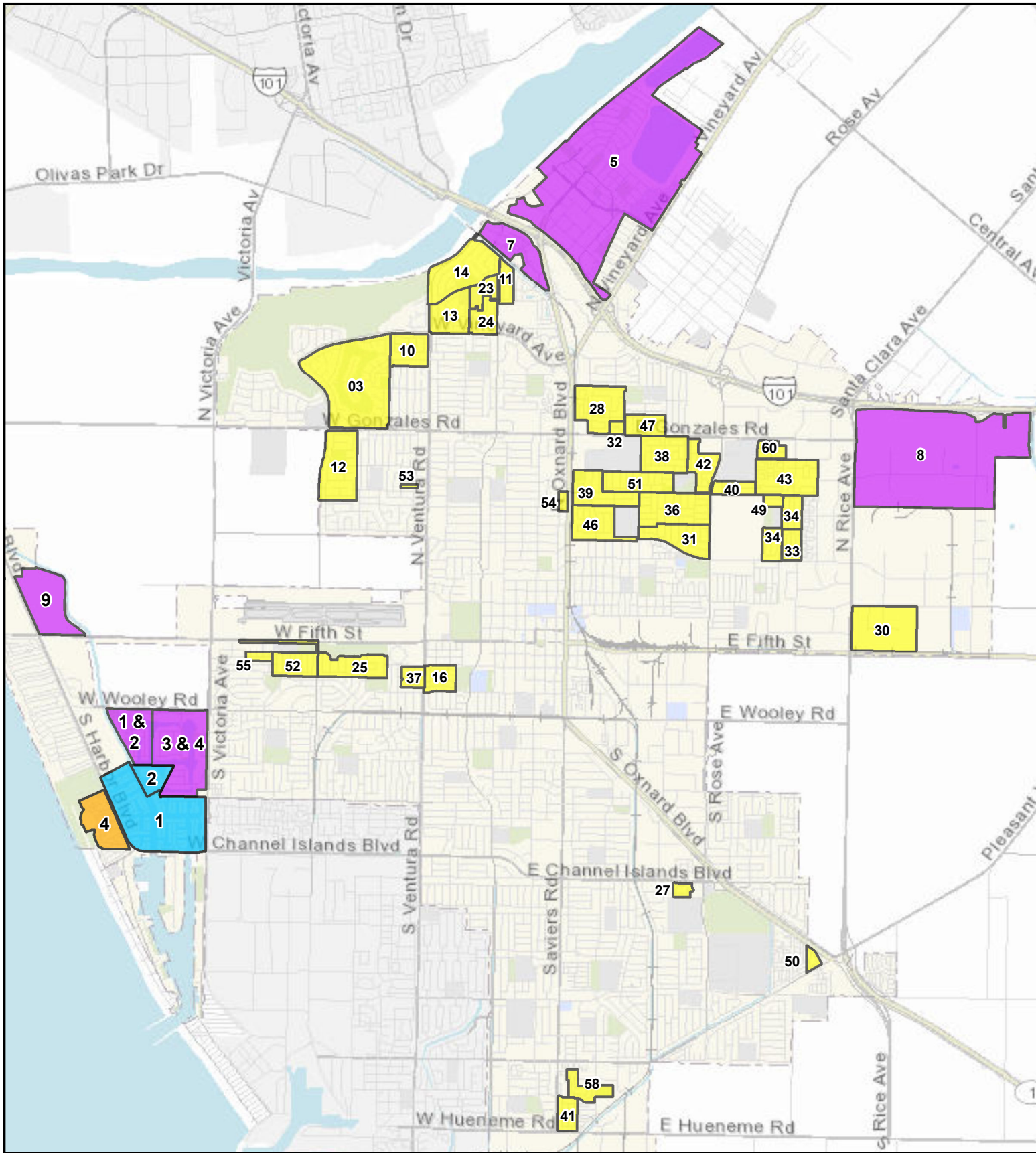
Proposed Dune Protection Fence Mandalay State Beach



Perimeter of fence: 5,155 ft.
Room for beach access at North end of fence.
Access path could be placed at various points
throughout fence.



CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|---|--|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	7 – Wagon Wheel
3 & 4 – Seabridge at Mandalay Bay	8 – Sakioka Farms
5 – Riverpark	9 – Northshore at Mandalay Bay

LANDSCAPE MAINTENANCE DISTRICTS	
3 – Riverridge	37 – Pacific Cove
10 – Country Club	38 – Aldea Del Mar
11 – St Tropez	39 – El Sueno Promesa
12 – Standard Pacific	40 – Cantada
13 – Le Village	41 – Pacific Cove
14 – California Cove	42 – Cantabria/Coronado
16 – California Lighthouse	43 – Greenbelt
23 – Greystone	46 – Daily Ranch
24 – Vineyards	47 – Sycamore Place
25 – The Pointe	49 – Cameron Ranch
27 – Rose Island	50 – PV Senior Housing
28 – Harborside	51 – Pfeiler
30 – Haas Automation	52 – Wingfield
31 – Rancho De La Rosa	53 – Huff Court
32 – Oak Park	54 – Meadowcrest
33 – El Paseo	55 – Wingfield West
34 – Sunrise Pt/Sunset Cove	58 – Westwind
36 – Villa Santa Cruz	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4 – Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay Zone	2 – Harbour Island

Modification of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay) and Approval of the Deposit and Reimbursement Agreement

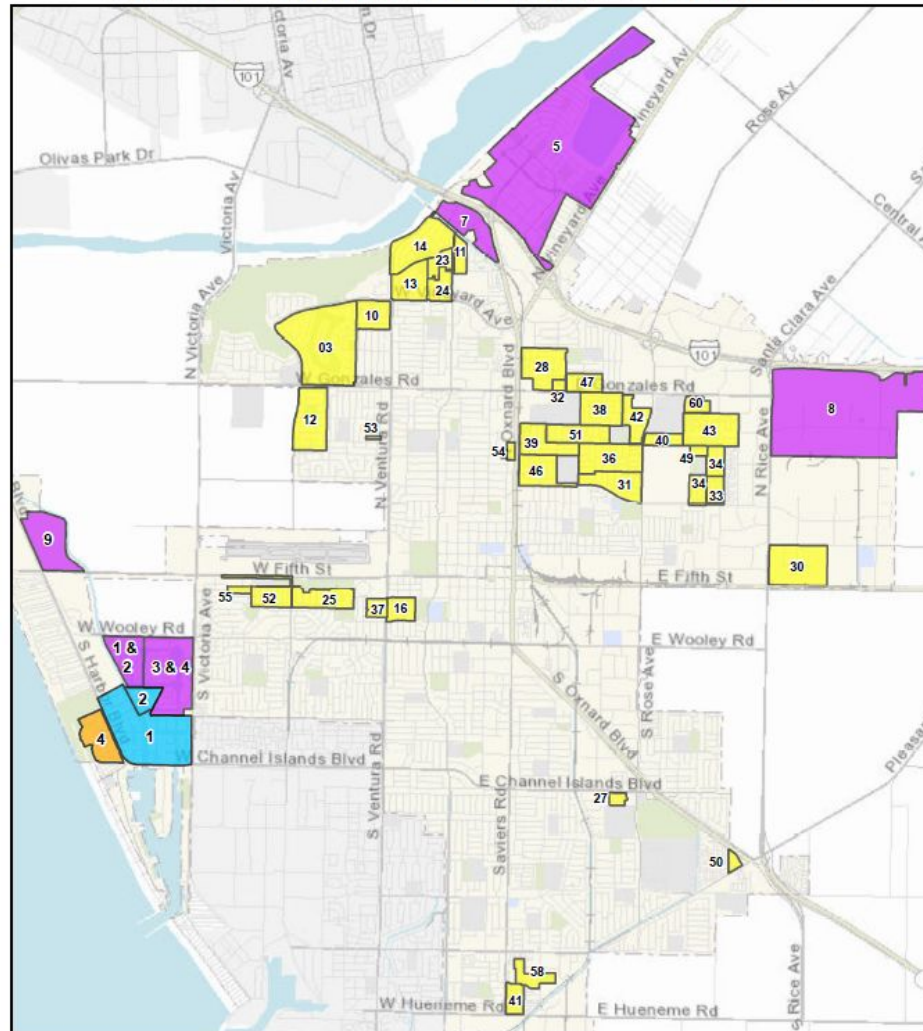
Public Hearing and Election
July 15, 2025

Anthony Miller
Special Districts Manager

That the City Council, acting as the legislative body of the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay):

1. Hold a public hearing to receive public testimony regarding the proposed changes to Community Facilities District No. 9 (Northshore at Mandalay Bay);
2. Adopt A Resolution Calling a Special Election to Modify the Rate and Method of Apportionment of the Special Tax Relating to the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay), Increase Certain Special Tax Rates, Add a New Special Tax, Increase the Maximum Bonded Indebtedness, and Revise the Appropriations Limit of Said Community Facilities District;
3. Conduct an Election;
4. Adopt A Resolution Canvassing the Results of the Change Proceedings Election Held within the City of Oxnard Community Facilities District No. 9 (Northshore at Mandalay Bay); and
5. Adopt A Resolution of Approving Certain Modifications to the City of Oxnard Community Facilities District No. 9 (Northshore At Mandalay Bay), and Approving the Execution and Delivery of An Amendment to Funding and Acquisition Agreement A-8376 in Connection Therewith.

CITY OF OXNARD SPECIAL DISTRICTS



- | | |
|--|---|
| Maintenance Assessment District (District No.) | Community Facilities District (District No.) |
| Waterway Assessment District (Zone No.) | Landscape Maintenance District (District No.) |

More information can be found at:

www.oxnard.gov/public-works/special-districts

- Community Facilities Districts (“CFDs”) are established pursuant to the provisions of the California Government Code Section 53311 et seq.
- CFDs raise money through special taxes that must be approved by 2/3 of the voters within a CFD. The City Council is the legislative body of any CFD that is formed by the City.
- Most often, CFDs are formed by the landowner prior to subdivision development.
- A CFD can be formed to finance and maintain a wide list of improvements, which may include roads, water facilities, sewers, environmental remediation and schools.

- The taxes are secured by a continuing lien and are levied against properties within the CFD on an annual basis.
- Revenue is used to pay debt service on bonds, to finance facilities on a pay-as-you-go basis, to pay for services, or a combination thereof.
- The City established Community Facilities District No. 6 (Northshore at Mandalay Bay) (“CFD 6”) in 2006 for the prior proposed development located in the City, at the northeastern corner of the intersection of West Fifth Street and Harbor Boulevard.

- In 2021, the then owner requested a new CFD and dissolution of CFD 6. Following proceedings, CFD No. 9 (Northshore at Mandalay Bay) (“CFD 9”) was formed and CFD 6 was dissolved.
- CFD 9 included (a) a facilities special tax for the life of any bond issues, (b) a services special tax in perpetuity and (c) an environmental special tax for remediation, operation, and maintenance activities as required and approved, for the duration needed, by the Department of Toxic Substances Control (“DTSC”). CFD 9 has a not to exceed bond authorization of \$22,500,000.

- The current owner and developer, Fifth Harbor Owner, LLC (the “Landowner”), has requested modifications to CFD 9 to increase the facilities special tax, (no changes are recommended for the environmental special tax), add a new special Tax for State Parks, and to increase the bond authorization from \$22,500,000 to \$40,000,000. Staff has requested the general services special tax be increased as well to better reflect the cost of services, which the developer has agreed to.
- These changes still maintain the integrity of the 1.8% average effective tax rate.
- The current development plan is for 292 single family residences.

- CFD 9 was formed for the purpose of funding the following:
 - a) public infrastructure facilities and other governmental facilities, including fees related thereto, with an estimated useful life of five years or longer, including but not limited to all or a portion of sanitary sewer, water, street, storm drain, park facilities, public art, or other real or tangible property, and related costs including design, inspection, professional fees, and acquisition costs;
 - b) services including, but not limited to, landscaping, street lighting, maintenance of sewer, storm drain, irrigation systems, beaches and parks, beach patrol, canal and harbor maintenance, and weed abatement; and

- c) the remediation of any hazardous substance released or threatened to be released into the environment on the Property and any associated operation, maintenance and/or monitoring activities as more particularly described in the Response Plan approved by DTSC on December 17, 2018 (the “Response Plan”), the Operation and Maintenance Plan approved by DTSC on March 7, 2019 (“O&M Plan”), and any additional remedial activities or protective measures.

- The Landowner requested that a new special tax to be known as the “Special Tax – State Park Maintenance Services” be added and included within CFD 9 to fund a fee for State Park services for Resource Protection Measures at Mandalay State Beach.
 - Special Tax - State Parks services are required under Condition No. 92 of the original conditions of development imposed upon the developer.
- The Landowner has also requested that the facilities special tax be increased, and staff recommends and Landowner agrees that the general services special tax be increased.

- The cost estimates of facilities, services, and State Park services have been reviewed and updated. All parties have reviewed the parameters of the modified special tax formula or the Amended and Restated Rate and Method of Apportionment (the “Amended RMA”), which includes the assigned and maximum amended special tax for the Facilities, the amended special tax for the General Services, a new special tax for State Parks, and the existing special tax for Remediation Services.
- The Special Taxes will be levied each year according to the Amended RMA and placed on the County property tax rolls.

- The **Special Tax – Facilities** levy is used to pay debt service on bonds or for facilities on a pay-as-you-go basis, or a combination thereof.
- Upon completion of the modification and election process for the CFD and once development has progressed sufficiently as determined by the City, CFD 9 will issue one or more series of Special Tax Bonds (the “Bonds”), to acquire the Facilities built by the Landowner.
- Bonds will also pay or reimburse the Landowner for the payment of certain impact fees related to Facilities as provided in an Amended and Restated Funding and Acquisition Agreement, and to reimburse the Landowner for formation costs and modification costs of CFD 9

- The bond authorization for the District is proposed to be increased from a not to exceed amount of \$22.5 million to a not to exceed amount of \$40 million with the intent to issue one or more series of Bonds with a 30-year maturity with escalating debt service of 2% per year.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Facilities for developed property in case the number of residential units built is less than estimated. Once developed property is taxed, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Facilities escalates at an annual rate of 2%.

- Attached to this report is a description of the estimated facilities, the impact fees, and an estimated budget. Facilities, including fees, not financed by the CFD are still required to be provided by the Landowner.
- The **Special Tax – Services** will be levied annually in perpetuity to finance the General Services. Attached to this report is a description and estimated budget of the general services to be provided. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Service escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

- The **Special Tax – Environmental** will be collected by the CFD and turned over to the newly formed nonprofit, the Northshore Environmental Conservancy (“NEC”), to pay for the annual budget of Remediation Services that is approved by DTSC, all as provided in a Special Tax and Disbursement Agreement among the City (on behalf of itself and the CFD), the Landowner and NEC.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – Environmental for developed property, in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – Environmental escalates at an annual rate of 2%.

- Upon the issuance of a certificate of completion, or its substantial equivalent by DTSC for all of the Remediation Services, the Special Tax – Environmental will no longer be levied. Estimated costs associated with the Special Tax - Environmental are not changing and are not included in this report.

- The **Special Tax – State Park Maintenance Services** will be levied annually to finance the State Park fee and services. Attached to this report is a description and estimated budget of the State Park fee and services to be provided. The Special Tax – State Parks will be collected by the CFD and turned over to the State as provided in an agreement to be entered into between CFD 9, Landowner and the State.
- The Amended RMA includes an assigned tax and a back-up tax for the Special Tax – State Park Maintenance Services for developed property in case the number of residential units built is less than estimated. Once developed property is taxed at the maximum rate, undeveloped and contingent property will be taxed if needed. The maximum Special Tax – State Park Maintenance Services escalates at the greater of 2% or a CPI escalation factor, in any case not to exceed 5%.

- **Process.** A petition to modify CFD 9 has been received from the Landowner covering the Property, consisting of approximately 90 acres.
 - 1) First Step (completed at City Council meeting on June 26, 2025): The City Council approved the form of a deposit and reimbursement agreement with the Landowner. The Landowner made a deposit of \$27,000 to the City toward the costs of modifying CFD 9, including the costs of consultant time. The costs of modifying the CFD 9 are the responsibility of the Landowner. If bonds are issued, the Landowner will be reimbursed from the proceeds of the bonds. Also on June 26, the City Council adopted a resolution of consideration relating to the Proposed Modifications to CFD 9 and set a public hearing for July 15, 2025.

- 2) Second Step (at City Council meeting on July 15, 2025): City Council, acting as the legislative body of CFD 9, (a) holds a public hearing on the proposed modifications (b) provided there is no majority protest, adopts a resolution calling for election, (c) conducts a special mailed ballot election, (d) adopts a resolution canvassing the election and (e) adopts a resolution of change and approving the Amended and Restated Funding and Acquisition Agreement.
- The Landowners have waived election timelines, so an election may be held on July 15, 2025 to authorize the increase of the facilities and general services special taxes and increase in authorized bonded indebtedness.

- Should the item pass with a two-thirds vote from the qualified voters (the Landowners), the City may adopt the resolution of change.
- At a later date, the CFD in its sole discretion will determine the final amount of Bonds issued. The proposed maximum bond authorization is \$40,000,000. The “not to exceed” bond amount for the CFD is based on Facilities costs and available Special Tax - Facilities.
- Bonds are not expected to be authorized for issuance or sale until the development is well underway and the Facilities are at or near completion, at which time documents relating to the issuance and sale of the bonds will be brought to the City Council for its approval.

- There is no direct financial impact in approving these resolutions.
There is no financial impact to the General Fund.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.1

DATE: July 15, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Adoption of Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts for the City of Oxnard. (30 minutes)

RECOMMENDATION

That the City Council Adopt a Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts managed by the City of Oxnard.

(Public Works and Transportation Committee approved 3-0 on March 25, 2025)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/khza978P6tg>

BACKGROUND

The Special Districts Division, within the Public Works Department, is responsible for the management of the City's bonded assessment districts, landscape maintenance districts ("LMDs"), community facilities districts ("CFDs"), maintenance assessment districts ("MADs"), and waterways assessment districts ("WADs"). Each of these types of districts is governed by different provisions of state law, which set forth the purposes for which the districts can be formed, basic administrative requirements, and the processes by which their assessments and special taxes can be levied. LMDs are formed under the provisions of the Landscape and Lighting Act of 1972 (Streets and Highways Code Sections 22500 et. seq.) (the "1972 Act") and must comply with specific management requirements unique to the 1972 Act.

Staff has worked to develop a local policy to govern the administration of the City's LMDs. In order to provide ample opportunity for public comment on this process, staff sent mailers to property owners within all the LMDs listing upcoming Public Works and Transportation Committee (PWTC) meetings on the subject. The mailer identified the initial Committee date and the general questions and topics to be discussed. On February 25th, staff introduced various concepts and draft policy text examples for the Public Works and Transportation Committee to discuss and provide feedback with recommendations. On March 25th, staff brought specific policy text examples back to the Committee in order to capture their recommendations within the final policy document. Staff received input from the Committee on a variety of questions. Please see the attached PWTC staff reports for reference. However, much of the discussion was specifically focused on appropriate reserve levels, processes for the balloting of districts, the need for a policy document for staff to follow, specific reserve requirements, and priorities. Additionally, there was public comment and committee discussion that focused primarily on the reason for the existence of LMDs, which is addressed at the beginning of the Discussion Section in this report.

DISCUSSION

After significant review by City staff and substantial effort to include direction from the Public Works and Transportation Committee, staff is recommending that the attached Landscape Maintenance District Maintenance and Funding Policy be adopted, via resolution, by the City Council. However, for the benefit of the full City Council, this report has been written

to outline the reasons for which this policy has been brought forward and specifies where this Policy document incorporates the recommendations from the previous public meetings.

Based on public comments and previous discussion by members of the Public Works and Transportation Committee it is important to provide an explanation about the impacts that LMDs have upon their neighborhoods and an explanation of their specific functions.

LMDs exist to provide a direct and special benefit to those who choose to purchase property within their boundaries. An LMD provides an increased level of special landscaping, amenities, parks, lighting, and/or other authorized improvements within the district that are above and beyond what is generally provided to residents of non-LMD developments. The special benefits conferred by the LMD on its component properties is usually a condition of the development for its approval. This can be shown specifically by directly comparing common LMD neighborhood entrance landscaping and structures to non-LMD neighborhood entrance structures. (Attached Photos)

Table 1 also highlights the difficulty of maintaining an increased level of service within LMDs that have capped rates as a result of continuous inflation. The **highlighted rows** indicate the LMDs with capped maximum rates that were formed prior to the passing of California Proposition 218 (Prop. 218). Each of these LMDs have been assessed at its highest rate at least once within the past five years. Any future increases in operating expenses for items such as landscape services or utilities cannot be met unless they are able to reduce services or eliminate improvements within that district. This specifically means reducing or canceling services entirely in order to stay within the LMDs funding capacity or the district could vote to increase their assessment through a Prop. 218 process. To put the annual assessment in terms that may be more familiar, the highest assessed rates within the past five years have been broken into a monthly payment to show what an equivalent to a Homeowners Association payment would be with similar improvements.

Table 1 - Highest Annual Rate (Past 5 FYs)/Monthly Equivalent			
District Number	District Name	Highest Annual Rate Past 5 FY	Monthly Equivalent
LMD No. 3	River Ridge	\$162.86	\$13.57
LMD No. 10	Country Club Estates	\$157.36	\$13.11
LMD No. 11	St. Tropez	\$84.22	\$7.02
LMD No. 12	Standard Pacific	\$87.82	\$7.32
LMD No. 13	Le Village	\$112.78	\$9.40
LMD No. 14	California Cove	\$173.08	\$14.42
LMD No. 16	California Lighthouse	\$73.78	\$6.15
LMD No. 23	Greystone	\$91.60	\$7.63
LMD No. 24	Vineyards	\$183.00	\$15.25
LMD No. 25	The Pointe	\$110.18	\$9.18
LMD No. 27	Rose Island	\$415.43	\$34.62
LMD No. 28	Harborside	\$207.20	\$17.27
LMD No. 30	Haas Automation	\$562.50	\$46.88
LMD No. 31	Rancho De La Rosa	\$439.15	\$36.60
LMD No. 32	Oak Park	\$431.63	\$35.97
LMD No. 33	El Paseo	\$371.70	\$30.98
LMD No. 34	Sunrise Pointe/Sunset Cove	\$246.00	\$20.50
LMD No. 36	Villa Santa Cruz / Villa Carmel	\$550.99	\$45.92
LMD No. 37	Pacific Breeze	\$75.38	\$6.28
LMD No. 38	Aldea Del Mar	\$469.67	\$39.14
LMD No. 39	Promesa/Sueno	\$1,084.75	\$90.40
LMD No. 39	DR Horton	\$1,022.25	\$85.19

LMD No. 40	Cantada	\$379.01	\$31.58
LMD No. 41	Pacific Cove	\$465.58	\$38.80
LMD No. 42	Cantabria/Coronado	\$607.08	\$50.59
LMD No. 43	Greenbelt Zone 1	\$1,747.02 ¹	\$97.47
LMD No. 43	Greenbelt Zone 2	\$401.69 ¹	\$33.47
LMD No. 43	Greenbelt Zone 3	\$1,683.78 ¹	\$93.90
LMD No. 43	Greenbelt Zone 4	\$320.70 ¹	\$26.73
LMD No. 46	Daily Ranch Area A	\$755.64 ²	\$62.97
LMD No. 46	Daily Ranch Area B	\$731.06 ²	\$60.92
LMD No. 46	Daily Ranch Area C	\$652.89 ²	\$54.41
LMD No. 47	Sycamore Place	\$276.58	\$23.05
LMD No. 49	Cameron Ranch	\$646.63	\$53.89
LMD No. 50	Pleasant Valley Senior Housing	\$460.96	\$38.41
LMD No. 51	Pfeiler	\$660.89	\$55.07
LMD No. 52	Wingfield	\$85.23	\$7.10
LMD No. 53	Huff Court	\$546.57	\$45.55
LMD No. 54	Meadowcrest Villas	\$243.40	\$20.28
LMD No. 55	Wingfield West	\$856.21	\$71.35
LMD No. 58	Westwind	\$186.20	\$15.52
LMD No. 60	Artisan	\$56,314.59 ³	\$17.25 ³

¹ LMD 43 contains 4 zones, two of which pay rates calculated per acre with the other two paying per unit. This amount is the highest assessed per unit rate within the past five fiscal years within each per unit zone (2 and 4) and the per acre rate zones (1 and 3) calculated out across all acreage, divided by apartment unit, and then divided by 12.

² LMD 46 contains 3 rate-paying zones.

³ LMD 60 consists of one parcel, within which there are 272 apartments. While only one parcel is assessed, to calculate an equivalent per unit HOA rate, the monthly amount has been divided again by 272.

The LMDs, highlighted above, are specifically at risk for substantial swings in maintenance quality as they become unable to fund their improvements because of inflation and their capped pre-Prop. 218 fixed rates. Therefore, they may be forced to begin sacrificing specific services or improvements in order to continue funding operations year over year, unless a Prop. 218 ballot proceeding occurs to allow an increase to the maximum assessment rate. The following table (also attached in map form for reference) indicates each LMDs funding status within Fiscal Year 2024-25 (FY 24/25) and whether or not they are able to fund Project Reserves. The capped LMDs are highlighted in **yellow**.

Table 2 - LMD Funding Status and Present Project Reserve			
District Number	District Name	FY 24/25 Funding Status	Project Reserve?
LMD No. 3	River Ridge	Funded	Yes
LMD No. 10	Country Club Estates	Funded	Yes
LMD No. 11	St. Tropez	Underfunded	No
LMD No. 12	Standard Pacific	Funded	Yes
LMD No. 13	Le Village	Funded	Yes
LMD No. 14	California Cove	Funded	Yes
LMD No. 16	California Lighthouse	Underfunded	No
LMD No. 23	Greystone	Funded	No
LMD No. 24	Vineyards	Funded	Yes

LMD No. 25	The Pointe	Funded	No
LMD No. 27	Rose Island	Funded	Yes
LMD No. 28	Harborside	Funded	Yes
LMD No. 30	Haas Automation	Funded	Yes
LMD No. 31	Rancho De La Rosa	Underfunded	No
LMD No. 32	Oak Park	Funded	Yes
LMD No. 33	El Paseo	Funded	Yes
LMD No. 34	Sunrise Pointe/Sunset Cove	Funded	Yes
LMD No. 36	Villa Santa Cruz / Villa Carmel	Funded	Yes
LMD No. 37	Pacific Breeze	Funded	Yes
LMD No. 38	Aldea Del Mar	Underfunded	Yes
LMD No. 39	Promesa/Sueno	Funded	Yes
LMD No. 39	DR Horton	Funded	Yes
LMD No. 40	Cantada	Funded	Yes
LMD No. 41	Pacific Cove	Funded	Yes
LMD No. 42	Cantabria/Coronado	Funded	Yes
LMD No. 43	Greenbelt	Underfunded	Yes
LMD No. 46	Daily Ranch	Funded	Yes
LMD No. 47	Sycamore Place	Funded	Yes
LMD No. 49	Cameron Ranch	Deficient	No
LMD No. 50	Pleasant Valley Senior Housing	Funded	No
LMD No. 51	Pfeiler	Funded	Yes
LMD No. 52	Wingfield	Funded	Yes
LMD No. 53	Huff Court	Underfunded	No
LMD No. 54	Meadowcrest Villas	Funded	Yes
LMD No. 55	Wingfield West	Funded	Yes
LMD No. 58	Westwind	Funded	Yes
LMD No. 60	Artisan	Funded	Yes

The above tables are not intended to illustrate any specific or ideal assessment amount, but rather the scope and scale of what services are provided, the ability of each LMD to fund its operations at the current rates, and the amount the highest of those rates represents as a part of each unit's/property's total tax bill. These assessments, in contrast with the rest of the property tax payments, provide for a specifically defined purpose that is not shared among competing agencies or purposes. This allows for residents within these assessed properties to have a more direct impact on the services they receive from their taxed assessments.

Proposition 218, Polling and Balloting

Prior to the adoption of Prop. 218, the City Council could, each year, adopt increases to assessment rates without property-owner "elections." Therefore, the LMDs established prior to the adoption of Prop. 218 were approved by the City Council without the concept of a "maximum rate" or an automatic "inflation adjustment." At the time these LMDs were established, it was assumed that the rates could be adjusted each year to meet increasing or special costs. Thus, many of the City's Landscape Maintenance Districts do not incorporate an automatic "inflation adjustment." These LMDs, highlighted in yellow, have a maximum assessment rate that is equal to the assessment levied in the year prior to the effectiveness of Proposition 218.

Table 3 - District Formation Dates		
District Number	District Name	District Formation
LMD No. 3	River Ridge	March 18, 1986
LMD No. 10	Country Club Estates	December 18, 1988
LMD No. 11	St. Tropez	January 3, 1989
LMD No. 12	Standard Pacific	March 28, 1989
LMD No. 13	Le Village	March 20, 1990
LMD No. 14	California Cove	June 5, 1990
LMD No. 16	California Lighthouse	July 9, 1991
LMD No. 23	Greystone	June 18, 1996
LMD No. 24	Vineyards	June 18, 1996
LMD No. 25	The Pointe	June 18, 1996
LMD No. 27	Rose Island	June 24, 1997
LMD No. 28	Harborside	June 24, 1997
LMD No. 30	Haas Automation	June 24, 1997
LMD No. 31	Rancho De La Rosa	June 23, 1998
LMD No. 32	Oak Park	February 23, 1999
LMD No. 33	El Paseo	October 19, 1999
LMD No. 34	Sunrise Pointe/Sunset Cove	October 19, 1999
LMD No. 36	Villa Santa Cruz / Villa Carmel	January 25, 2000
LMD No. 37	Pacific Breeze	January 25, 2000
LMD No. 38	Aldea Del Mar	November 28, 2000
LMD No. 39	Promesa/Sueno	March 6, 2001
LMD No. 40	Cantada	January 8, 2002
LMD No. 41	Pacific Cove	January 8, 2002
LMD No. 42	Cantabria/Coronado	May 14, 2002
LMD No. 43	Greenbelt	January 7, 2003
LMD No. 46	Daily Ranch	June 24, 2003
LMD No. 47	Sycamore Place	April 22, 2003
LMD No. 49	Cameron Ranch	June 3, 2003
LMD No. 50	Pleasant Valley Senior Housing	June 10, 2003
LMD No. 51	Pfeiler	April 19, 2005
LMD No. 52	Wingfield	February 1, 2005
LMD No. 53	Huff Court	June 7, 2005
LMD No. 54	Meadowcrest Villas	March 28, 2006
LMD No. 55	Wingfield West	March 28, 2006
LMD No. 58	Westwind	June 6, 2006
LMD No. 60	Artisan	November 27, 2012

LMDs established after 1996 included a property-owner-approved automatic annual adjustment to the LMD's "maximum rate." Thus, the "maximum rate" for each of these newer LMDs increases each year. Please note that the "maximum rate" is different from the "applied rate" for a specific year. Each year's "applied rate" is less than or equal to the "maximum rate" and is recommended by staff (with community input when provided) and approved by the City Council annually via the Engineer's Report and budgeting process. The "maximum rate" automatically incorporates each year's application of a LMD's inflation adjustment formula, if the LMD has such a formula.

Pursuant to Prop. 218, in order to increase the maximum rate for an existing LMD (aside from the implementation of an existing inflation adjustment formula), the City must conduct an “assessment mail-ballot proceeding.” This sort of proceeding involves mailing a notice and ballot to the owner of each affected property at least forty-five days prior to a public hearing. Property owners can return their ballots to the City up until the close of the public input portion of the public hearing. After holding the public hearing, the City Council can approve the increased rate, unless the ballots returned in opposition to the proposal exceed the ballots returned in favor. The proposal can incorporate an automatic annual adjustment to the “maximum rate.”

The purpose of this policy is to give guidance to staff regarding how to manage the LMD’s, many of which are not on a firm financial footing.

Neither Prop. 218 nor the 1972 Act require that a city conduct any sort of polling or resident outreach prior to preparing an engineer’s report, proposing an assessment, or mailing notices and ballots to property owners. However, as a practical matter, it makes sense to do outreach or polling prior to beginning the required formal process, since there are significant costs associated with preparing an engineer’s report and conducting a mail ballot proceeding. If the City uses general funds to pay these costs, and the property owners do not approve the proposed assessment, then the money invested in the process by the City will not be recovered.

In light of the fact that the process for increasing the maximum rates for an assessment is somewhat costly and the fact that owners of property in many of the City’s LMDs may be requesting increases, staff has dedicated a substantial portion within this policy specifying procedures for initiating polling prior to the commencing the steps that are required by state law for an increase.

Discussion around Prop. 218 processes primarily focused on how and when balloting could take place within a district. Staff incorporated the feedback received during the Committee process and within policy **Section V. Survey and Balloting**. Minor changes have been made to clarify certain items in the sections reviewed by the Committee per the suggestion of the City’s outside counsel. Overall, Section V. sets specific guidelines for the following:

- A level that is considered to be of “significant interest” within an LMD for balloting;
- How balloting should be funded;
- The process should be followed when a District is found to not be able to fund its maintenance and operations;
- What happens if a ballot is not pursued and;
- What happens if a ballot fails.

LMD Funding Practices and Priorities

The policy specifically seeks to clarify LMD funding practices and procedures. Specifically, the policy clarifies when fund balance contributions may be used, defines different types of allowable reserve funds and what they can be used for, and minimum and maximum levels for reserve balances where the City has discretion. Staff sought to define processes by broadly outlining how the current process works, and then refined the policy based on the feedback received.

Examples of the feedback and direction, specifically within Section IV. Funding, include the following:

- Guidelines for when districts may be eligible to receive a non-utility subsidy from the general fund;
- Establishing an operating reserve floor for fully funded districts of 16.6% and a ceiling of 47.4% of their budget expenses;
- Providing guidelines that underfunded districts may have operating reserve levels which fall below 16.6% of their budgeted expenses, and;
- Establishing a hierarchy of procedures for staff to follow when expected revenue requirements within an underfunded or deficient district exceed the district’s maximum rate of assessment.

The policy specifically outlines and identifies the City’s reserve types allowed within LMDs under the Streets and Highways code. Staff has defined “Assigned Reserves,” “Operating Reserves,” and “Project Reserves,” and a significant

portion of the policy determines how these reserves can be funded. “Operating Reserves,” which are explicitly allowed under **Streets and Highways Code Section 22569** (attached to this report for reference) states that when estimating expenses for the fiscal year, the City “*may include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later*” were singled out for specific attention and discussion with the Committee as these reserves are often a sensitive topic. Additionally, staff has defined and outlined the process for collecting reserve funds for specific improvements (i.e. the “Project Reserves” referenced above) and has identified them as separate funds from “Operating Reserves” to clearly delineate what funds are saved for, as allowed under the Streets and Highways code.

To ensure these reserve amounts were not burdensome on any single district, the Committee recommended that reserve targets be set at a lower percentage than the maximum allowed under Streets and Highways Code Section 22569. During Committee discussion, it was apparent that lowering the reserve target to be more in line with the City’s reserve policy was desired and staff has included those recommendations in the final document. This also provides staff with substantial flexibility on how the City budgets for its LMDs. A lower Operating Reserve percentage can make budgeting for LMDs with capped maximum levies easier as less funds may be needed to be set aside prior to budgeting for regular maintenance and operations. However, that can also be achieved by changing this reserve “requirement” to a “goal” which is similar to how staff currently manages the LMDs that do not have the ability to fully fund their current Operating Reserve. For example, in Fiscal Year 2024-25, LMDs 11, 16, 31, 38, 43, 49, and 53 were unable to fund their Operating Reserve at the 47.4% level. If this was a requirement, these LMDs would have been forced to reduce services.

In addition to regular operating reserves, LMDs may also hold reserves for specifically identified improvements in accordance with **Streets and Highways Code Section 22660** (also attached to this report for reference). These “Project Reserves” as staff has defined them within the policy, may be reserved for any item that will incur an expense that, “*is greater than can be conveniently raised from a single annual assessment and... shall be raised by an assessment levied and collected in installments over a period not to exceed five fiscal years.*” This is a very important differentiation as it encourages the City to periodically review improvements within the LMDs and their ability to fund them. The inability to fund these improvements, even when expenses are spread across a five-year window, may indicate a need for an LMD to be balloted.

Because reserves are extremely important to the operation of the LMDs, staff sought to ensure that districts that may be unable to generate reserve funds, follow specific priorities prior to setting funds aside for reserve use. To do this, staff has defined when an LMD considered to be “Underfunded” (meaning they are unable to fund both their reserve balances and maintenance activities), or “Deficient” (meaning that they are projected to be unable to fund their reserve balances, maintenance and operations, and are projected to end the fiscal year with a fund balance deficit.). These classifications are recommended by staff so that there is a clear delineation for LMDs that are at risk for service reductions or other extraordinary adjustments to ensure their continued operation. This has also been visualized for the Council on an attached map. With valuable input from the Public Works and Transportation Committee, the final policy document includes specific guidelines for what staff should do in the event that a district falls into one of these categories. While the priority list is prescriptive, staff sought to match the direction of the Committee as closely as possible and has included language to defer to more specific Council direction given in the future.

The items above generally outline the sections discussed most thoroughly during staff’s creation of the fully defined LMD Maintenance and Funding Policy. Adoption of the full policy as presented will provide staff with defined processes and procedures more specific than what is laid out within the Streets and Highways Code while also providing a road map for situations where a district may need to abide by Prop. 218 rules and regulations. Overall, this policy will enable a more efficient administration of the City’s LMDs and ultimately will provide staff with concrete answers on how the LMDs are managed.

STRATEGIC PRIORITIES

FINANCIAL IMPACT

There is no direct financial impact associated with this action.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 25, 2025 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager

ATTACHMENTS

1. Resolution Adopting an Official Landscape Maintenance District Maintenance and Funding Policy
2. Landscape Maintenance District Maintenance and Funding Policy
3. Map of Landscape Maintenance Districts
4. Map of Landscape Maintenance Districts and Funded Status
5. LMD and General Fund Landscape Feature Visual Comparison
6. Public Works and Transportation Committee Staff Report - 2/25/25
7. Public Works and Transportation Committee Staff Report - 3/25/25
8. Streets and Highways Code Section 22569
9. Streets and Highways Code Section 22660
10. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING A
MAINTENANCE AND FUNDING POLICY FOR LANDSCAPE MAINTENNACE
DISTRICTS

WHEREAS, the City has established a number of landscape maintenance districts (“LMD’s”) pursuant to its authority under the Landscaping and Lighting Act of 1972 (Streets & Highways Code Sec. 22500 *et seq.*) (the “Act”); and

WHEREAS, the City Council conducts annual proceedings in connection with the LMDs to levy assessments against real property in each LMD to fund the activities and expenses of the LMD; and

WHEREAS, the City Council desires to give guidance to city staff and property owners regarding management principles for the LMD’s; and

WHEREAS, while retaining its full discretion to make decisions during annual proceedings to the maximum extent allowed by law, the City Council desires to adopt a Maintenance and Funding Policy for the City’s LMD’s.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The Maintenance and Funding Policy attached hereto as Exhibit “A” and incorporated herein by reference is hereby adopted.

SECTION 3. This Resolution shall be effective immediately upon its adoption.

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Resolution No.

Resolution Adopting a Maintenance and Funding Policy for Landscape Maintenance Districts

Page 2

PASSED, APPROVED AND ADOPTED on this _____ day of JULY, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. Mc Arthur, Mayor

ATTEST:

APPROVED AS TO FORM:

Lourdes A. López, City Clerk

Stephen M. Fischer, City Attorney

MAINTENANCE AND FUNDING POLICY FOR LANDSCAPE MAINTENANCE DISTRICTS

PURPOSE: The purpose of this policy is to provide the City, City staff, the residents of the City, and the owners and developers of properties located within the City, with guidance regarding the City's use of landscape maintenance districts to fund maintenance and other ongoing services. This policy governs the manner in which the City will administer landscape maintenance districts formed under the Landscape and Lighting Act of 1972. The principles that underly this policy are the protection of the public interest, creating consistency throughout the City in how landscape maintenance districts are used and administered, and protecting the City's financial position. This policy does not apply to districts in connection with which bonds or other financing instruments have been (or will be) sold to outside investors. This policy is not intended to override any requirement imposed upon the City by the state constitution or applicable state law.

DEFINITIONS:

Affected Property Owners:

The owners of parcels of real property that will be assessed or taxed in connection with a Landscape Maintenance District.

Annual Inflation Adjustment:

An annual adjustment, based on a clearly defined formula, to the maximum rate of the Required Payment. The formula for an Annual Inflation Adjustment must be approved at an assessment ballot proceeding along with the initial (or revised) maximum rate for the Required Payment. The annual implementation of an approved Annual Inflation Adjustment is not an increase to the Required Payment.

Capital Improvement Plan (Program):

The City's Capital Improvement Plan is an annually updated document which may contain specific projects funded via district levies. The plan may restate projects which are already identified within the Engineer's Reports adopted by the City.

General Benefit Contribution: A contribution made from the General Fund or other available funds of the City that funds the costs of "general benefits" that cannot be funded through an assessment. The general benefits are calculated annually in a third-party Engineer's Report for each such Landscape Maintenance District.

General Fund Subsidy:

Contributions, other than General Benefit Contributions, of funds from the City's General Fund to defray expenses that would otherwise be assessable to a Landscape Maintenance District under this policy. General Fund Subsidies are not a regularly anticipated source of revenue for any Landscape Maintenance District except where set forth in the Governing Documents for the Landscape Maintenance District

Governing Document:

Any resolutions or ordinances adopted by the City Council to establish or otherwise govern a Landscape Maintenance District.

Proposition 218:

Articles XIII C and XIII D of the California Constitution. Proposition 218, along with applicable state law, generally

MAINTENANCE AND FUNDING POLICY FOR LANDSCAPE MAINTENANCE DISTRICTS

requires that new, extended, or increased assessments against real property be subject to mail-ballot proceedings.

Required Payment:

An assessment against real property or a special tax that is levied and collected in connection with a Landscape Maintenance District.

Reserves:

Reserve Funds consist of the following types;

Assigned Reserves - The sum of the Operating Reserves and Project Reserves.

Operating Reserves - The operating reserve consists of funds that are carried over from the prior year to fund estimated costs that will be incurred prior to collection of the 1st installation of property taxes for the fiscal year, or the date the City expects to receive its apportionment of parcel charges from the county, whichever is later. Operating reserves shall be calculated in accordance with the provisions in Section IV. Funding.

Project Reserves - Project reserves consist of funds collected in installments pursuant to Streets & Highways Code Section 22660 that have not yet been expended. Projects for which installments will be collected, as well as the complete estimated cost of such projects, shall be identified in a resolution of the City Council, which resolution shall also set forth the number of annual installments and the fiscal years during which they are to be collected, and fix or determine the maximum amount of each annual installment. Such information may be incorporated into the resolution as part of an Engineer's Report, the City Capital Improvement Plan or other enactment of the City Council.

Significant Interest:

"Significant Interest" is an expression of a level of interest amongst Affected Property Owners that makes it likely that such Affected Property Owners would approve, in an assessment ballot proceeding or special election, a new or increased rate for their Required Payments. When surveys of Affected Property Owners within an assessment district are performed, results in favor of performing a ballot proceeding must be at least two-thirds (66% +1) of the survey responses to establish Significant Interest. If more than one owner of a single parcel responds to the survey, "responses" of all owners of a parcel shall count as a single response.

Landscape Maintenance District:

A district formed by the City under the Landscaping & Lighting Act of 1972 to levy an assessment within a defined portion of the territory of the City to fund the maintenance of improvements that has been named and numbered as a Landscape Maintenance District.

POLICY:

I. Purpose of Landscape Maintenance Districts

Landscape Maintenance Districts provide a mechanism for funding costs associated with the maintenance, operation, and preservation of landscaping and other specified types of public improvements within a geographic area. Subject to the Governing Documents of each Landscape Maintenance District, the following are general goals of the Landscape Maintenance District program for the selection of services and plantings to be provided in each Landscape Maintenance District (the level of service):

- A. Enhancing the aesthetic quality of the service area and providing continuity of character throughout the City;

MAINTENANCE AND FUNDING POLICY FOR LANDSCAPE MAINTENANCE DISTRICTS

B. Preserving and extending the life of existing landscapes, urban forests, hardscapes, sidewalks, streets, stormwater drainage systems, and fences, and providing any other maintenance services as authorized by the governing documents of each maintenance district;

C. Maintaining improvements in a manner that is not inconsistent with the goals of flood protection, water protection, air cleaning, noise minimization, slope stabilization, creating wind barriers, promoting proper drainage, and providing natural coolant; and

D. Keeping the costs for each Landscape Maintenance District at a level that does not exceed the revenues generated by that Landscape Maintenance District plus the other funds directly appropriated or otherwise available to that Landscape Maintenance District.

II. Types of Services Provided

Subject to the Governing Documents of each Landscape Maintenance District, the availability of funds, and any limitations imposed by state law, the following may be funded by a Landscape Maintenance District:

A. Routine maintenance services, which may be performed by City staff or contracted labor and may include (but are not limited to):

- (i) mowing, edging, trimming, and fertilizing turf;
- (ii) maintaining and replacement of the general landscape such as ground cover and shrubs;
- (iii) maintaining and pruning trees;
- (iv) removing litter and debris;
- (v) general pest and vector control services including but not limited to weeds, insects, vertebrate pests, and diseases;
- (vi) maintaining irrigation systems;
- (vii) routine maintenance, repairs, and replacement of sidewalks, streets, flood control, and drainage systems;
- (vii) maintaining other improvements specified in the Governing Documents that are located in or adjacent to sidewalks, streets, and waterways such as parking areas seating, ornamental installations, landmarks and monumental signs, and fences.

B. Maintenance, operation and servicing of lighting, pumps, backflows, electrical components, or other appurtenances (including the provision of electricity).

C. Installation of replacements for authorized improvements;

D. Capital Improvement Projects as identified as a part of a district's improvements;

E. Enhancements to any authorized service and improvement to satisfy environmental or regulatory requirements, community requests, and/or maintain compliance with any Specific Plan within which a District may be included.

F. Costs associated with contract procurement, City staff oversight of maintenance contractors, contract

MAINTENANCE AND FUNDING POLICY FOR LANDSCAPE MAINTENANCE DISTRICTS

management; annual special tax/assessment reporting; customer service;

G. Indirect costs (e.g., insurance, computer and telecommunication expenses, accounting staff, human resource support, etc.) associated with any of the above.

Because Landscape Maintenance Districts exist for the convenience and special benefit of local property owners, it is the policy of the City that, to the maximum extent legally possible, the costs set forth in (A) through (G) that are associated with a Landscape Maintenance District and its activities shall be funded by the Landscape Maintenance District, rather than from the general resources of the City.

III. Frequency and Manner of Service

A. Maintenance frequency and the manner in which District improvements and assets are maintained shall be determined by each District's ability to fund those costs.

B. To provide services at the most competitive rates possible, staff will use all available procurement methods relevant to the size, scope, and nature of those maintenance activities.

C. The City will seek to maintain improvements in each district in a manner that keeps them as similar to their original character as possible, within the constraints of funding availability, changes to the boundaries of the Landscape Maintenance District, changes to the physical condition of the improvements or the surrounding territory, State and local legal requirements and legislation, and material availability.

D. The manner and frequency of service of District improvements may be altered to address unexpected changes in funding availability as a result of, changes in service costs due to changes in contracted service providers, physical changes to the District boundaries and/or landscape, state and local requirements and legislation, emergencies which require work to address imminent threats to the health and safety of the public, material availability or other factors.

E. Service Levels will be generally indicated by the frequency of scheduled service visits. However, Service Levels do not indicate the total number of times a district will be visited for various services within a year. Maintenance activities, inspections, individual service requests, projects, and other tasks that occur at irregular or less than annual intervals, will be performed on an as-needed basis, provided sufficient district funds and labor resources are available. Service Levels for landscape maintenance will be generally defined as follows:

Level 1 – Intensive services - scheduled services provided more frequently than weekly

Level 2 – 52 service visits annually - weekly scheduled service

Level 3 – 26 Visits annually - every other week scheduled service

Level 4 – 12 Visits annually - once a month scheduled service

Level 5 – 6 Visits annually - once every other month scheduled service

Level 6 – 4 Visits annually - once a quarter scheduled service

IV. Funding

A. It is the intention of the City of Oxnard to ensure that its Landscape Maintenance Districts operate sustainably

**MAINTENANCE AND FUNDING POLICY FOR
LANDSCAPE MAINTENANCE DISTRICTS**

and independently of other City funds (such as the General Fund). Districts should be self-sufficient to the extent possible and should not be designed to require long-term financial support from other City funds.

B. Property owners within Landscape Maintenance Districts shall fund the ongoing maintenance through Required Payments collected on their property tax bill. To the extent allowed by state law, a Required Payment may also be collected prior to the installation of improvements to support the creation of district reserve funds so long as these funds are properly identified in a resolution or other documentation required by state law. Any required payment shall be levied in accordance with applicable law, including, but not limited to, Proposition 218. Required Payments that cannot be or are not collected on the property tax roll may be collected by any other means legally available to the City.

C. Districts that are able to fund all budgeted expenses, Operating Reserves, and any Project Reserves, through any combination of their assessments or existing fund balances shall be classified as Fully Funded.

D. Districts that are found to be unable to fund all budgeted expenses and Assigned Reserves within a fiscal year shall be classified as Underfunded.

E. Districts that are unable to fund all budgeted expenses at a minimal service level, their calculated Assigned Reserves and are found to have a projected negative cash balance position within a fiscal year shall be classified as Deficient.

F. For Fully Funded districts: in order to ensure that Landscape Maintenance Districts maintain appropriate reserve levels, City staff shall ensure through the assessment process that these Landscape Maintenance Districts maintain Operating Reserves no less than 16.6% and no more than the maximum amount of Operating Reserves allowed under Streets and Highways Code Section 22569(a) (excluding expenses funded with "Project Reserves" per the Streets and Highways Code and at the time of the writing of this policy the Operating Reserve maximum amount was calculated at 47.4% of total operating expenses.)

G. For Underfunded or Deficient districts: City staff shall endeavor to ensure that each Landscape Maintenance District maintains Operating Reserves no less than 16.6% and no more than the maximum amount of Operating Reserves allowed under Streets and Highways Code Section 22569(a) (excluding expenses funded with "Project Reserves" per the Streets and Highways Code and at the time of the writing of this policy the Operating Reserve maximum amount was calculated at 47.4% of total operating expenses.)

H. Aside from General Benefit Contributions, routine and temporary transfers/allowance of negative balances for cash flow purposes, and contributions for the payment of utilities above and beyond specific utility maximums as defined within a district's Governing Documents, General Fund Subsidies should be avoided whenever possible. The City shall endeavor to avoid the general subsidy of any Landscape Maintenance District from any City funding source that has not been specifically set aside for such purpose by the City Council. Any exception to this policy must be set forth in a resolution of the City Council and shall follow the process established within SHC Section 22657 in which the City Council may 1) authorize a contribution to the LMD or 2) authorize a temporary advance and direct that the advance be repaid from the following year assessment.

I. In the event that the projected end of year fund balance of a Landscape Maintenance District shows a deficit within a specific fiscal year, the reduction of services and the levy and collection of the Required Payment at the

**MAINTENANCE AND FUNDING POLICY FOR
LANDSCAPE MAINTENANCE DISTRICTS**

maximum legally allowable rate shall be prioritized before the City Council is asked to approve a General Fund Subsidy. In the event that a negative fund balance is still anticipated within a district after these actions are taken, the City Council may approve a loan to the District in question as described above, to be repaid from the following year assessment.

J. In the event that a district's utility expenses are projected to exceed the maximum amount able to be charged as governed by that district's Governing Documents, the City Council may choose during the annual budget process to fund the expected subsidy amount via a transfer from any fund it chooses.

K. Levy credits (where reserves are used to offset the required levy amount for the upcoming fiscal year), shall only be available to districts which are not classified as Underfunded or Deficient.

L. Each year the City will evaluate the total anticipated costs of providing the services for the upcoming fiscal year. This evaluation will take projected increases in costs as well as cost savings into consideration. Examples of these costs may include, but shall not be limited to, routine maintenance contracts, equipment repair (e.g., electric pedestals, irrigation pumps, etc.), irrigation parts and controllers, weed abatement, tree pruning, radios and electronic devices, water, electricity, fertilizer, vehicles and vehicle maintenance, other administrative costs to operate the district, and funding Assigned Reserves. An annual budget shall be developed using these costs. Subject to the requirements of the applicable Governing Documents and applicable state law, the total costs shall be divided among the parcels in each area proportionally.

M. Where the cost to provide the services and fund the operating reserves is less than the amount that can be raised by the application of the maximum rate, the available capacity may be applied to establish or reestablish Assigned Reserves, increase the service levels (for routine and additional work services), provide one-time professional services or infrastructure re-investments, or any combination thereof.

N. Where the cost to provide services exceeds the applied and/or maximum rate, reserves may be used to fund the shortfall or services may be reduced so that costs do not exceed the maximum rate, except for in a Landscape Maintenance District that is Underfunded or Deficient. If a district is Underfunded or Deficient, then the following methods, in the following specific order of preference, may be taken to bridge the shortfall:

- (i) Use Reserves;
- (ii) Notify the Affected Property Owners that an increase of maximum assessment rates may be necessary;
- (iii) Reduce expenses and services specific to the district in question such that the maximum assessment can support all expenses of the district, (expenses shared by all districts shall not be considered an appropriate source of reductions);
- (iv) Apply a maximum levy;
- (v) Eliminate maintenance services;
- (vi) Remove maintenance responsibility of specified improvements from the district by either eliminating district funding or City Council action identifying the areas removed from district responsibility; or
- (vii) Other City Council direction which may supersede any item listed above.

MAINTENANCE AND FUNDING POLICY FOR LANDSCAPE MAINTENANCE DISTRICTS

V. Survey and Balloting

A. Increasing Maximum Rate

In the event that a Landscape Maintenance District is projected to be underfunded or deficient within the next fiscal year, the most appropriate approach to bring that Landscape Maintenance District into balance may be to seek to increase the maximum assessment rate for that Landscape Maintenance District. Pursuant to state law, any increase to the maximum assessment rate (aside from the implementation of an existing annual CPI adjustment, which is not an “increase” for this purpose) must successfully complete a Proposition 218 ballot proceeding.

Due to the expense to the expense of conducting a Proposition 218 ballot proceeding, it is the policy of the City that, before a ballot proceeding is conducted, the affected property owners must first complete an informal survey process to establish property owner interest in the increase.

B. Survey

The purpose of the survey is to establish that there is a Significant Interest (66% + 1 of the survey responses) in an increase. The following procedure shall be followed:

- a. Staff will initiate contact with owners of property within the district with a written letter or other notification regarding the maintenance and servicing of improvements.
- b. The community may request a meeting, develop a written survey instrument (with the assistance and approval of City staff), and identify a lead petitioner from within the district to conduct the survey regarding the maintenance and servicing of improvements. The cost of any materials necessary to conduct the survey will be borne solely by the community.
- c. If no lead petitioner is identified and no further interest in a survey is conveyed to staff, no survey will be pursued, staff will not pursue an increase to the maximum rate, and the following will occur:
 - Elimination or reduction of specific maintenance services; or
 - Removal of improvements or expenses via City Council direction.
- d. If a lead petitioner is identified, affected property owners within the district will be surveyed by the Lead Petitioner, the results of which will be submitted to City staff no more than 30 days from the date the survey is opened.
- e. After the survey is closed, staff will validate signatures of the affected property owners and determine if the results indicate the establishment of Significant Interest.

If Significant Interest is not established, no ballot proceeding will be pursued, staff will not seek an increase to the maximum rate, and expenses shall be reduced as indicated above.

C. Proposition 218 Ballot Proceeding

If Significant Interest is established, the City Council will initiate Proposition 218 ballot proceedings for the affected district.

**MAINTENANCE AND FUNDING POLICY FOR
LANDSCAPE MAINTENANCE DISTRICTS**

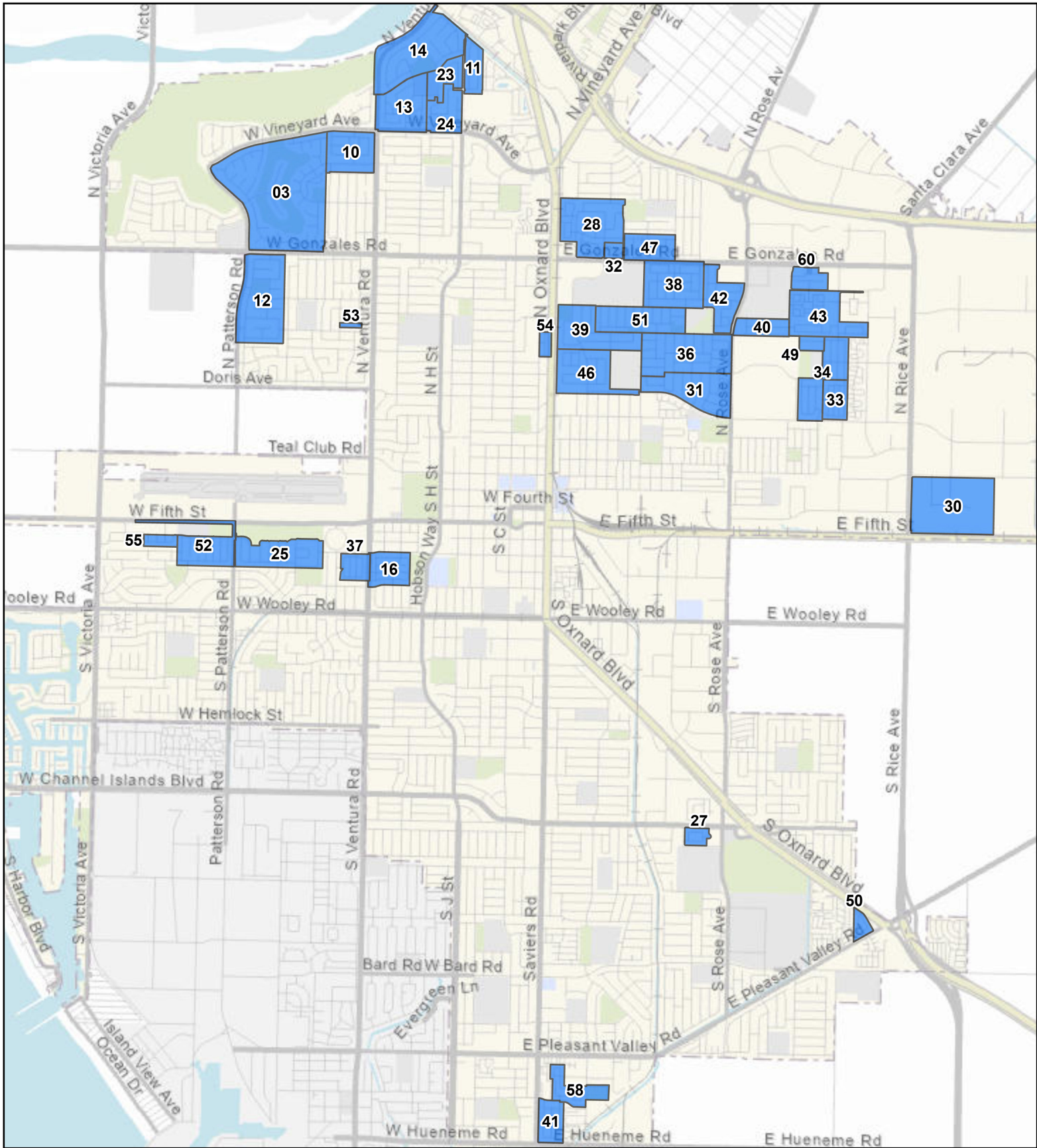
Any Proposition 218 ballot proceeding will be conducted in compliance with the then-current requirements of Article XIII D, Sec. 6 of the California Constitution, Section 53753 of the California Government Code, and other applicable state law. As a general summary of these requirements, at the time this policy was written;

- a. The City Council, at its discretion, will cause an Engineer's Report to be prepared to support a proposed increase to the maximum assessment rate and adopt a Resolution of Intention calling for a public hearing on the proposed increase to the maximum assessment rate and for a mail balloting.
- b. At least 45 days prior to the public hearing, staff will mail a notice, assessment ballot, and ballot return envelope to property owners.
- c. The notice will include the proposed maximum assessment rate (and any proposed annual inflation adjustment formula), the total amount proposed to be charged to the entire district, the amount chargeable to the owner's particular parcel, the fact that annual payments are expected to be required without sunset, the reason for the assessment and the basis upon which the amount of the proposed assessment was calculated, together with the date, time, and location of the public hearing. Some of this information may be instead included on the ballot itself, which is incorporated into the notice. The ballot and notice will also describe how to complete and return the ballot and a disclosure statement that the existence of a majority protest will result in the maximum assessment rate not being increased.
- d. Ballots will be accepted by the City Clerk (via mail and hand-delivery) up until the close of the public comment portion of the public hearing.
- e. The City Council will not approve the increased maximum assessment if there is a majority protest. A majority protest exists if, upon the conclusion of the hearing, ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment. In tabulating the ballots, the ballots shall be weighted according to the proportional financial obligation of the affected property (so, for example, a parcel with a \$200 annual maximum assessment will have twice as much weight as a parcel with a \$100 annual maximum assessment).
- f. As part of the Resolution of Intention, the City Council may adopt specific rules for the completion, return and tabulation of ballots that comply with then-current law.

D. Consequences of Ballot Proceedings

- a. If the ballot proceeding fails and assessments are not changed, the City will assume the cost of conducting the proceedings and reductions in maintenance or removal of improvements from the district will be initiated.
- b. If balloting fails in any fiscal year, the City will not fund further Proposition 218 ballot proceedings until at least one fiscal year passes since the close of the previous failed ballot, unless otherwise directed by City Council.
- c. If the ballot proceeding succeeds, the assessment will be changed to the identified rate and the total cost of the proceeding will be borne by the district, to be repaid from the following year's assessment or future assessments as identified in the Prop 218 ballot.

CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICTS

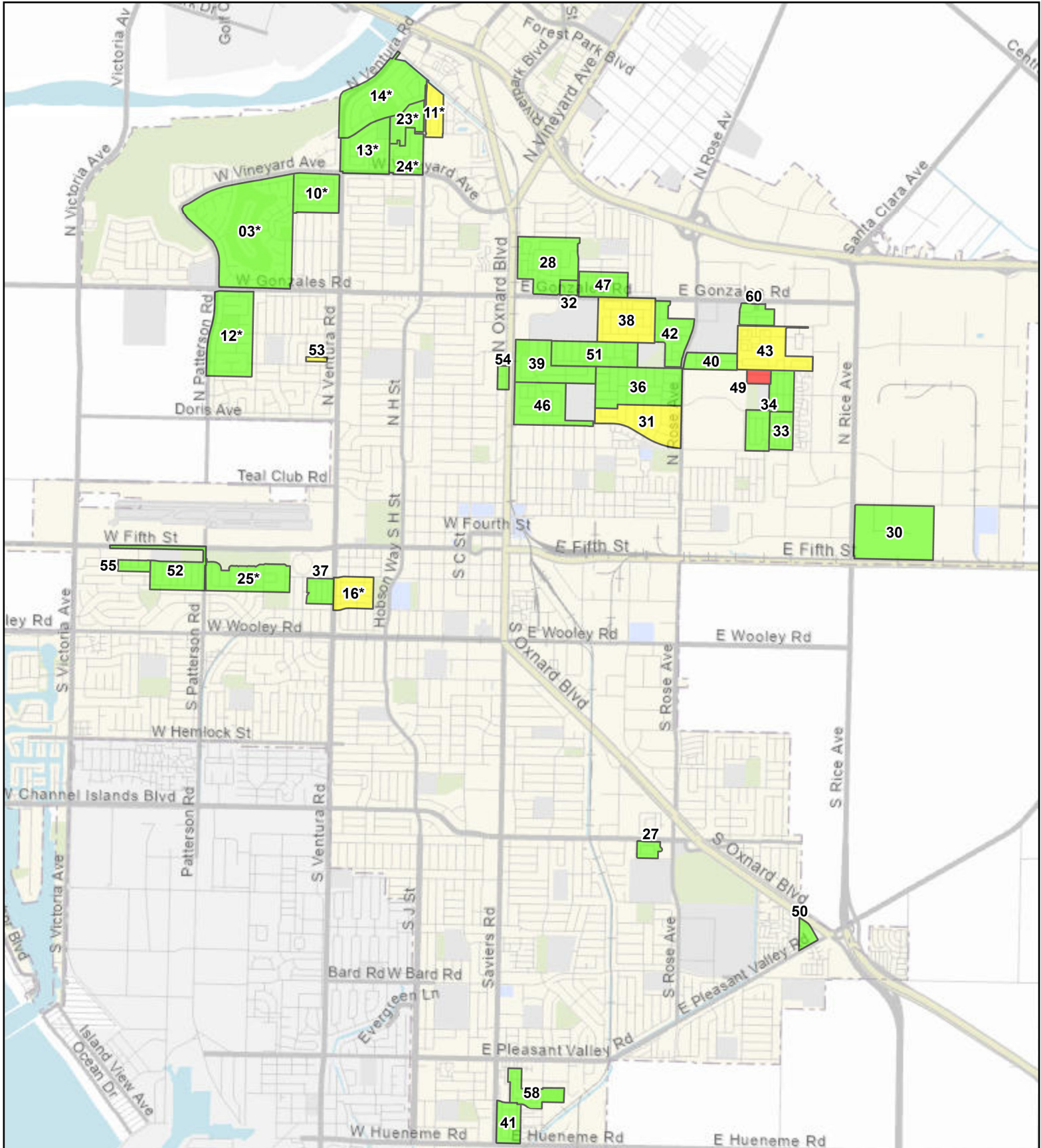


 Landscape Maintenance Districts

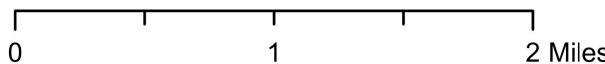
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CITY OF OXNARD LANDSCAPE MAINTENANCE DISTRICTS FUNDING STATUS FY 2024 - 2025



(*) Capped Assessment



Landscape Maintenance Districts



Paseos and Landscapes

General Fund Areas/LMDs Comparison



General Fund Paseo



LMD Paseo



LMD Maintained Items

(within highlighted area)

- Sign
- Turf
- Planters
- Trees
- Irrigation
- Sidewalks



General Fund Maintained Items (within highlighted area)

- Planter (in front of sign only)
- Sidewalks
- All other trees and shrubs are privately maintained



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: February 25, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Maintenance and Funding Policy Workshop for Landscape Maintenance Districts. (30 minutes)

RECOMMENDATION

The Public Works and Transportation Committee:

1. Discuss key elements for a potential Maintenance and Funding Policy for Landscape Maintenance Districts; and
2. Recommend staff develop a Maintenance and Funding Policy for Landscape Maintenance Districts to be presented to the City Council for consideration.

Please click the following link to view the required Measure M pre-recorded presentation video:
<https://youtu.be/SZ-z7e2f9uE>

BACKGROUND

The Special Districts Division, within the Public Works Department, is responsible for the management of the City's bonded assessment districts, landscape maintenance districts ("LMDs"), community facilities districts ("CFDs"), maintenance assessment districts ("MADs"), and waterways assessment districts ("WADs"). Each of these districts function under different provisions of the State Constitution, which enables their respective formation, the purposes for which they can be formed, basic administrative requirements, and the processes by which their assessments and special taxes can be levied. Out of these various assessment districts, the LMDs were formed under the provisions of the Landscape and Lighting Act of 1972 (Streets and Highways Code Sections 22500–22679) and carry specific requirements for management that differ from other types of assessment districts.

The formation of LMDs began in the City in the 1980s for the purpose of funding specific improvements and the perpetual maintenance of these improvements within each new development. These are funded via special assessments that are defined in each district's governing documents ("Formation Documents"). However, during the past thirty years, there have been various legislative and judicial changes that have impacted the way California cities can manage these LMDs.

To address the changes in the legal aspects and improve procedures related to maintaining LMDs, the City of Oxnard embarked on a process in 2015 that focused on the manner in which these assessment districts are managed. Through the creation of a new Special Districts Division, within the Public Works Department, the City reduced the total number of LMDs from 60 to 36 in Fiscal Year 2017/2018 and also created a Maintenance Assessment District Administration and Operational Manual to guide future staff in the management of these remaining LMDs. This Manual specifically included a "Statement of Goals and Policies for the use of

Maintenance Assessment Districts” (Statement) which lays out many of the concepts that staff is bringing to the Council for discussion. However, it is unclear if this Statement of Goals and Policies was ever adopted as official City policy by the City Council. Additionally, in regard to the management of LMDs, it is overly broad as it addresses a variety of district types, focuses largely on the formation of new districts without taking into account the variances between the different types of assessment districts, and does not provide specific direction for how the existing LMDs should be managed if they become insolvent or are in danger of becoming insolvent.

Therefore, staff is now requesting direction on key elements for a future policy document that will focus solely on the LMDs, provides direction on issues that are common to LMDs, and defines a policy for future use by staff.

DISCUSSION

Regardless of someone’s opinion of LMDs, the essence of a LMD is to be self-sufficient (with the exception of the required general benefit contribution) by providing funds to maintain specific improvements as outlined in the annual Engineer’s Report consistent with the Streets and Highway Code. LMDs that may have been set up many decades ago, and usually prior to legislative and legal changes, and without an annual cost inflator, often find themselves in a common situation of being overcome by inflation. Assuming the costs for maintenance services, that were fixed decades ago, would still be able to be fund the same level of service, is not reasonable. As such, LMDs can find themselves in a situation where their maximum annual assessment is not sufficient to provide the services originally contemplated when created, and therefore become underfunded.

Staff is seeking input for key elements of a policy that governs the City’s procedures regarding LMDs, especially in regard to the position the City will take when faced with underfunded or deficient districts that cannot afford to maintain their improvements. Decisions on these topics are necessary for at least 10 of the City’s LMDs that do not contain authorized inflationary adjustments for their assessments. Other topics that this policy can address include the frequencies of routine services such as landscaping, the prioritization of district and City funds, and the responsibility for funding the costs for administrative items such as balloting and capital projects. Therefore, staff is requesting discussion and direction on the following topics:

1. What position will the City take for underfunded districts that cannot afford to maintain their improvements?
2. What is the process for addressing a district with a negative fund balance?
3. Should LMDs be required to meet a specific reserve fund balance target?
4. Who can request a district to be balloted?
5. What is the internal city-process for approving new rates and who pays for the process?
6. Should district subsidies be allowed or restricted? If subsidies are allowed, should there be requirements for a district to meet prior to receiving them?
7. What happens if a district is polled and chooses not to ballot themselves?

These topics are commonly faced by cities throughout the State when managing LMDs and there are a number of different ways to approach them. For example, some cities follow a specific set of guidelines which governs the process for changing assessment levels, polling residents, and raising or lowering maintenance frequencies. Other cities subsidize their pre-proposition 218 Landscape, Lighting, and Park Districts with the General Fund. Due to the variety of options available, staff is seeking input and direction for the creation of a Maintenance and Funding Policy for Landscape Maintenance Districts within the City of Oxnard to be presented to the City Council for consideration.

Please note that during the Public Works and Transportation Committee Meeting, staff will bring forward the above topics for the Committee Members to discuss. Additionally, draft sections for the policy have been

prepared by staff and are attached to this staff report to assist with the discussion and consideration by the Committee.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact associated with this action.

Prepared by: Anthony Miller, Special Districts Manager

ATTACHMENTS

1. Sample Policy Text Responses
2. Draft Frequency & Manner of Service
3. Draft Funding Section
4. Draft Polling & Balloting Section
5. Presentation



PUBLIC WORKS AND TRANSPORTATION COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: March 25, 2025

TO: Public Works and Transportation Committee

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Draft Maintenance and Funding Policy for Landscape Maintenance Districts. (30 minutes)

RECOMMENDATION

The Public Works and Transportation Committee:

1. Provide final recommendations on the draft policy sections; and
2. Recommend staff present a Maintenance and Funding Policy for Landscape Maintenance Districts to the City Council for consideration.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/AASAXRtPasQ>

BACKGROUND

The Special Districts Division, within the Public Works Department, is responsible for the management of the City's bonded assessment districts, landscape maintenance districts ("LMDs"), community facilities districts ("CFDs"), maintenance assessment districts ("MADs"), and waterways assessment districts ("WADs"). Each of these types of districts is governed by different provisions of state law, which govern the purposes for which they can be formed, basic administrative requirements, and the processes by which their assessments and special taxes can be levied. Out of these various assessment districts, the LMDs were formed under the provisions of the Landscape and Lighting Act of 1972 (**Streets and Highways Code Sections 22500 et. seq.**) (the "1972 Act") and must comply with specific management requirements unique to the 1972 Act.

On February 25th, staff introduced various concepts and draft policy text examples for the Committee to discuss and provide feedback and recommendations. The intent of the policy is to provide staff with a path forward when addressing LMDs that are unable to appropriately fund their maintenance and operations within their current funding structure. While the policy will help guide staff for all 36 LMDs, there are currently 7 LMDs that are either underfunded or in a deficit (see Table 2) that this policy, when adopted, will provide direction for corrective actions. While inflation continues and the costs of goods and services increase, having this policy in place will help provide direction to staff to avoid other LMDs from also becoming underfunded or potentially run into a deficit. The February 25, 2025 staff report is included as an attachment to this report to provide the necessary background information.

Staff received input from the Committee on a variety of questions. However, much of the discussion was specifically focused on the reserve levels, processes for the balloting of districts, the need for a policy document for staff to follow, specific reserve requirements, and priorities. Additionally, there was public

comment that focused primarily on the reason for the existence of LMDs. This is briefly addressed at the beginning of the Discussion Section in this report.

DISCUSSION

While not specifically addressed by this policy, the public comments and discussion by members of the Public Works and Transportation Committee has shown the need for a brief explanation about the impacts that LMDs have upon their neighborhoods and an explanation of their specific functions.

LMDs exist to provide a direct and special benefit to those who choose to purchase property within its boundaries. The additional level of landscaping, amenities, parks, lighting, and/or other authorized improvements within the district that are above and beyond what is generally provided to residents through the typical planning and permitting of non-LMD developments. This explicit benefit relationship between an LMD and its component properties is a condition of the development for its approval. This can be shown specifically by directly comparing development areas that are situated close to LMD neighborhoods (please see the attached photos showing common LMD neighborhood entrance landscaping and structures and non-LMD neighborhood entrance structures).

Table 1 also highlights the difficulty of maintaining an increased level of service within LMDs that have capped rates in the presence of continuous inflation. The **highlighted rows** indicate the LMDs with capped maximum rates that were formed prior to the passing of California Proposition 218 (Prop. 218). Each of these LMDs have been assessed their highest rate at least once within the past five years. Any future increases in operating expenses for items such as landscape services or utilities cannot be met unless they are able to reduce services or eliminate improvements within that district. This specifically means reducing or canceling services entirely in order to stay within the LMDs funding capacity. To put this in terms that may be more familiar, the highest assessed rates within the past 5 years have been broken into a monthly payment to show what an equivalent to a Homeowners Association payment would be with similar improvements.

District Number	District Name	Highest Annual Rate Past 5 FY	Monthly Equivalent
LMD No. 3	River Ridge	\$162.86	\$13.57
LMD No. 10	Country Club Estates	\$157.36	\$13.11
LMD No. 11	St. Tropez	\$84.22	\$7.02
LMD No. 12	Standard Pacific	\$87.82	\$7.32
LMD No. 13	Le Village	\$112.78	\$9.40
LMD No. 14	California Cove	\$173.08	\$14.42
LMD No. 16	California Lighthouse	\$73.78	\$6.15
LMD No. 23	Greystone	\$91.60	\$7.63
LMD No. 24	Vineyards	\$183.00	\$15.25
LMD No. 25	The Pointe	\$110.18	\$9.18
LMD No. 27	Rose Island	\$415.43	\$34.62
LMD No. 28	Harborside	\$207.20	\$17.27
LMD No. 30	Haas Automation	\$562.50	\$46.88
LMD No. 31	Rancho De La Rosa	\$439.15	\$36.60
LMD No. 32	Oak Park	\$431.63	\$35.97
LMD No. 33	El Paseo	\$371.70	\$30.98
LMD No. 34	Sunrise Pointe/Sunset Cove	\$246.00	\$20.50

LMD No. 36	Villa Santa Cruz / Villa Carmel	\$550.99	\$45.92
LMD No. 37	Pacific Breeze	\$75.38	\$6.28
LMD No. 38	Aldea Del Mar	\$469.67	\$39.14
LMD No. 39	Promesa/Sueno	\$1,084.75	\$90.40
LMD No. 39	DR Horton	\$1,022.25	\$85.19
LMD No. 40	Cantada	\$379.01	\$31.58
LMD No. 41	Pacific Cove	\$465.58	\$38.80
LMD No. 42	Cantabria/Coronado	\$607.08	\$50.59
LMD No. 43	Greenbelt Zone 1	\$1,747.02 ¹	\$97.47
LMD No. 43	Greenbelt Zone 2	\$401.69 ¹	\$33.47
LMD No. 43	Greenbelt Zone 3	\$1,683.78 ¹	\$93.90
LMD No. 43	Greenbelt Zone 4	\$320.70 ¹	\$26.73
LMD No. 46	Daily Ranch Area A	\$755.64 ²	\$62.97
LMD No. 46	Daily Ranch Area B	\$731.06 ²	\$60.92
LMD No. 46	Daily Ranch Area C	\$652.89 ²	\$54.41
LMD No. 47	Sycamore Place	\$276.58	\$23.05
LMD No. 49	Cameron Ranch	\$646.63	\$53.89
LMD No. 50	Pleasant Valley Senior Housing	\$460.96	\$38.41
LMD No. 51	Pfeiler	\$660.89	\$55.07
LMD No. 52	Wingfield	\$85.23	\$7.10
LMD No. 53	Huff Court	\$546.57	\$45.55
LMD No. 54	Meadowcrest Villas	\$243.40	\$20.28
LMD No. 55	Wingfield West	\$856.21	\$71.35
LMD No. 58	Westwind	\$186.20	\$15.52
LMD No. 60	Artisan	\$56,314.59 ³	\$17.25 ³

¹ LMD 43 contains 4 zones, two of which pay rates calculated per acre with the other two paying per unit. This amount is the highest assessed per-unit rate within the past five fiscal years within each per unit zone (2 and 4) and the per acre rate zones (1 and 3) calculated out across all acreage, divided by apartment unit, and then divided by 12.

² LMD 46 contains 3 rate-paying zones.

³ LMD 60 consists of one parcel, within which there are 272 apartments. While only one parcel is assessed, to calculate an equivalent per unit HOA rate, the monthly amount has been divided again by 272.

The LMDs, highlighted above, are specifically at risk for substantial swings in maintenance quality as they become unable to fund their improvements because of inflation and their capped pre-Prop 218 fixed rates. Therefore, they may be forced to begin sacrificing specific services or improvements in order to continue funding operations year over year, unless a Prop 218 vote occurs to raise the maximum assessment rate. This is already happening in some LMDs, such as LMD 25, where there are more trees than the amount that can be funded for pruning on a regular schedule without having to drop the frequency of that district's landscape services. The following table (also attached in map form for reference) indicates each LMDs funding status within Fiscal Year 2024-25 (FY 24/25) and whether or not they are able to fund Improvement Reserves. The capped LMDs are highlighted in yellow.

Table 2 - LMD Funding Status and Present Improvement Reserve			
District Number	District Name	FY 24/25 Funding Status	Improvement Reserve?
LMD No. 3	River Ridge	Funded	Yes
LMD No. 10	Country Club Estates	Funded	Yes

LMD No. 11	St. Tropez	Underfunded	No
LMD No. 12	Standard Pacific	Funded	Yes
LMD No. 13	Le Village	Funded	Yes
LMD No. 14	California Cove	Funded	Yes
LMD No. 16	California Lighthouse	Underfunded	No
LMD No. 23	Greystone	Funded	No
LMD No. 24	Vineyards	Funded	Yes
LMD No. 25	The Pointe	Funded	No
LMD No. 27	Rose Island	Funded	Yes
LMD No. 28	Harborside	Funded	Yes
LMD No. 30	Haas Automation	Funded	Yes
LMD No. 31	Rancho De La Rosa	Underfunded	No
LMD No. 32	Oak Park	Funded	Yes
LMD No. 33	El Paseo	Funded	Yes
LMD No. 34	Sunrise Pointe/Sunset Cove	Funded	Yes
LMD No. 36	Villa Santa Cruz / Villa Carmel	Funded	Yes
LMD No. 37	Pacific Breeze	Funded	Yes
LMD No. 38	Aldea Del Mar	Underfunded	Yes
LMD No. 39	Promesa/Sueno	Funded	Yes
LMD No. 39	DR Horton	Funded	Yes
LMD No. 40	Cantada	Funded	Yes
LMD No. 41	Pacific Cove	Funded	Yes
LMD No. 42	Cantabria/Coronado	Funded	Yes
LMD No. 43	Greenbelt	Underfunded	Yes
LMD No. 46	Daily Ranch	Funded	Yes
LMD No. 47	Sycamore Place	Funded	Yes
LMD No. 49	Cameron Ranch	Deficient	No
LMD No. 50	Pleasant Valley Senior Housing	Funded	No
LMD No. 51	Pfeiler	Funded	Yes
LMD No. 52	Wingfield	Funded	Yes
LMD No. 53	Huff Court	Underfunded	No
LMD No. 54	Meadowcrest Villas	Funded	Yes
LMD No. 55	Wingfield West	Funded	Yes
LMD No. 58	Westwind	Funded	Yes
LMD No. 60	Artisan	Funded	Yes

The above tables are not intended to illustrate any specific or ideal assessment amount, but rather the scope and scale of what services are provided, the ability of each LMD to fund its operations at the current rates, and the amount the highest of those rates represents as a part of each unit's/property's total tax bill. These assessments, in contrast with the rest of the property tax payments, provide for a specifically defined purpose that is not shared among competing agencies or purposes. This allows for residents within these assessed properties to have a more direct impact on the services they receive from their taxed assessments.

Proposition 218, Polling and Balloting

Proposition 218, an amendment to the state constitution that was adopted by the voters in 1996, dramatically reduced the City’s ability to increase assessment rates in existing LMDs. Prior to the adoption of Prop. 218, the City Council could, each year, adopt increases to maximum assessment rates without holding any sort of property-owner “election.” Therefore, the LMDs established prior to the adoption of Prop. 218 were approved by the City Council without the concept of a “maximum rate” or an automatic “inflation adjustment.” At the time these LMDs were established, it was assumed that the rates could be easily adjusted each year to meet increasing or special costs. Prop. 218 introduced changes that effectively “moved the goalposts” for communities formed prior to Prop. 218’s passage (these LMDs are highlighted in Table 3 below).

Table 3 - District Formation Dates		
District Number	District Name	District Formation
LMD No. 3	River Ridge	March 18, 1986
LMD No. 10	Country Club Estates	December 18, 1988
LMD No. 11	St. Tropez	January 3, 1989
LMD No. 12	Standard Pacific	March 28, 1989
LMD No. 13	Le Village	March 20, 1990
LMD No. 14	California Cove	June 5, 1990
LMD No. 16	California Lighthouse	July 9, 1991
LMD No. 23	Greystone	June 18, 1996
LMD No. 24	Vineyards	June 18, 1996
LMD No. 25	The Pointe	June 18, 1996
LMD No. 27	Rose Island	June 24, 1997
LMD No. 28	Harborside	June 24, 1997
LMD No. 30	Haas Automation	June 24, 1997
LMD No. 31	Rancho De La Rosa	June 23, 1998
LMD No. 32	Oak Park	February 23, 1999
LMD No. 33	El Paseo	October 19, 1999
LMD No. 34	Sunrise Pointe/Sunset Cove	October 19, 1999
LMD No. 36	Villa Santa Cruz / Villa Carmel	January 25, 2000
LMD No. 37	Pacific Breeze	January 25, 2000
LMD No. 38	Aldea Del Mar	November 28, 2000
LMD No. 39	Promesa/Sueno	March 6, 2001
LMD No. 40	Cantada	January 8, 2002
LMD No. 41	Pacific Cove	January 8, 2002
LMD No. 42	Cantabria/Coronado	May 14, 2002
LMD No. 43	Greenbelt	January 7, 2003
LMD No. 46	Daily Ranch	June 24, 2003
LMD No. 47	Sycamore Place	April 22, 2003
LMD No. 49	Cameron Ranch	June 3, 2003
LMD No. 50	Pleasant Valley Senior Housing	June 10, 2003
LMD No. 51	Pfeiler	April 19, 2005
LMD No. 52	Wingfield	February 1, 2005
LMD No. 53	Huff Court	June 7, 2005
LMD No. 54	Meadowcrest Villas	March 28, 2006
LMD No. 55	Wingfield West	March 28, 2006

LMD No. 58	Westwind	June 6, 2006
LMD No. 60	Artisan	November 27, 2012

Once Prop. 218 went into effect the currently applied rate for the assessment in connection with each of these “grandfathered” LMDs became the “maximum rate” for the LMD. LMDs established after 1996 included a property-owner-approved automatic annual adjustment to the new LMD’s “maximum rate.” Thus, the “maximum rate” for each of these newer LMDs increases each year. Please note that the “maximum rate” is different from the annual “applied rate”. The annual “applied rate” is less than or equal to the “maximum rate” and is recommended by staff (with community input when provided) and approved by the City Council annually via the Engineer’s Report and budgeting process.

Pursuant to Prop. 218, in order to increase the “maximum rate” for an existing LMD, the City must conduct an “assessment mail-ballot proceeding.” This sort of proceeding involves mailing a notice and ballot to the owner of each affected property at least forty-five days prior to a public hearing. Property owners can return their ballots to the City up until the close of the public input portion of the public hearing. After holding the public hearing, the City Council can approve the increased rate unless the ballots returned in opposition to the proposal exceed the ballots returned in favor. The proposal can incorporate an automatic annual adjustment to the “maximum rate.”

Prop. 218 is an important piece of State legislation that directly affects the management and operations of LMDs that were created both before and after passage in 1996. The Proposition provides the residents within any LMD the right to vote on increases in their maximum assessments. This is not to be confused with changes in the annual applied assessments. The Streets and Highways Code specifies that the annual assessment is approved by the City Council through a public process. Staff ensures that the annual process for managing LMD budgets and approving their assessments is a public action and follows all of the stipulations required within the Streets and Highways Code, Government Code, and Prop. 218.

The purpose of this policy is to address areas where the Streets and Highways Code, Government Code, and Prop. 218 does not provide explicit guidance on the processes and procedures for the City to follow. This is particularly relevant for LMDs that were formed prior to the passage of Prop. 218, as those LMDs were formed in a manner that was anticipated to be adequate to provide for the areas under their responsibility in perpetuity.

Neither Prop. 218 nor the 1972 Act require that a city conduct any sort of polling or resident outreach prior to preparing an engineer’s report, proposing an assessment, or mailing notices and ballots to property owners. However, as a practical matter, it makes sense to do outreach or polling prior to beginning the formally required process, since there are significant costs associated with preparing an engineer’s report and conducting a mail ballot proceeding. If the City uses general funds to pay these costs, and the property owners do not approve the proposed assessment, then the money invested in the process by the City will not be recovered.

In light of the fact that the process for increasing the maximum rates for an assessment is somewhat costly and the fact that owners of property in many of the City’s LMDs may be requesting increases, staff has dedicated a substantial portion within the draft policy specifying procedures for initiating polling prior to the commencing the steps required by state law for an increase. The draft policy will also include procedures for conducting mail balloting required by Prop. 218 in order to set the “ground rules” well ahead of conducting a balloting.

To address the remaining policy items that the Committee had not reached consensus, staff has included tables with specific policy text examples that highlight different versions that Committee members supported. Sections that are highlighted in yellow signify the operative text included from the previous discussion. Sections highlighted in orange signify items that staff strongly recommend, even though the Committee did not include these items in the previous discussion. The header rows of each table include staff’s understanding of

the position for each Committee Member. In certain cases, the Committee's direction may mean that additional sections of text are necessary to address the topic completely. This process is followed throughout the remainder of this report.

The first item requiring consensus is polling and balloting. This means defining a level that is considered to be of “significant interest” within an LMD for balloting. This includes: how ballots should be funded, what process should be followed when a LMD is found to not be able to fund its maintenance and operations, what happens if a ballot is not pursued, and what happens if a ballot fails. The Committee must also note that changes to the text in either column may affect other policy tables that are further along in the discussion. For this reason, staff recommends no significant alterations to either option.

Table 4 - Polling/Balloting	
No Indicated Preference:	
Committee Chair McArthur	
Supporter(s)	Supporter(s) - None
Committee member Basua Committee member Teran Staff Recommended	This is alternative language from other agencies with LMDs and includes concepts that were discussed but not necessarily recommended by Committee members.
- In the event that a landscape maintenance district is projected to be underfunded or deficient within the next fiscal year, a Proposition 218 ballot procedure may be necessary. Upon following a prioritized list of actions, a property owner-led poll may be initiated to establish the presence of Significant Interest (66% +1 of the survey responses to establish Significant Interest). The following procedure shall be followed to initiate a Proposition 218 ballot proceeding. a. Staff will initiate contact with owners of property within the district with a written letter or other notification regarding the maintenance and servicing of improvements. b. The community may request a meeting, develop a poll, and identify a lead petitioner from within the district to conduct the poll regarding the maintenance and servicing of improvements. The cost of any materials necessary to conduct the poll will be borne solely by the district or its affected property owners. c. If no lead petitioner is identified and no further interest in polling is conveyed to staff, no polling will be pursued and the following will occur: • Elimination or reduction of specific maintenance services; or • Removal of improvements or expenses via City Council direction. d. If a lead petitioner is identified, affected property owners within the district will be polled, the results of which will be submitted to City staff no more than 30 days from the date the poll is opened.	- In the event that a landscape maintenance district is projected to be underfunded or deficient within the next fiscal year, a Proposition 218 ballot procedure may be necessary. Upon this determination, a property owner-led poll may be initiated to establish the presence of Significant Interest (50% +1 of the survey responses to establish Significant Interest). The following procedure shall be followed to initiate a Proposition 218 ballot proceeding. a. Staff will initiate contact with owners of property within the district with a written letter or through other means as determined within a community outreach plan. b. The community may request a meeting, develop a poll, and identify a lead petitioner from within the district to conduct the poll regarding the maintenance and servicing of improvements. The cost of any materials necessary to conduct the poll will be borne by the City. c. If no lead petitioner is identified and no further interest in polling is conveyed to staff, no polling will be pursued and the following will occur: ▪ Elimination or reduction of specific maintenance services; or ▪ Removal of improvements or expenses via City Council direction. d. If a lead petitioner is identified, affected property owners within the district will be polled, the results of which will be submitted to City staff no more than 30 days from the date the poll is opened. e. After the poll is closed, staff will validate signatures of the affected property

e. After the poll is closed, staff will validate signatures of the affected property owners and determine if the results indicate the establishment of Significant Interest. • If Significant Interest is not established, no ballot proceeding will be pursued, expenses shall be reduced as indicated above. • If Significant Interest is established, the City Council will initiate Proposition 218 proceedings for the affected district. • In the event that a Proposition 218 ballot is pursued, the procedures below will be followed. a. If the ballot proceeding fails and assessments are not changed, the City will assume the cost of the proceedings and reductions in maintenance or removal of improvements from the district will be initiated. b. If balloting fails in any fiscal year, the City will not fund further measures until at least one fiscal year passes since the close of the previous failed ballot, unless otherwise directed by City Council. c. If the ballot proceeding succeeds, the assessment will be changed to the identified rate and the total cost of the proceeding will be borne by the district, to be repaid from the following year's assessment or future assessments as identified in the Prop 218 ballot.	owners and determine if the results indicate the establishment of Significant Interest. • If Significant Interest is not established, no ballot proceeding will be pursued, expenses shall be reduced as indicated above. • If Significant Interest is established, the City Council will initiate Proposition 218 proceedings for the affected district. • In the event that a Proposition 218 ballot is pursued, the procedures below will be followed. a. If the ballot proceeding fails and assessments are not changed, the City will assume the cost of the proceedings and reductions in maintenance or removal of improvements from the district will be initiated. b. If balloting fails in any fiscal year, the City will not fund further measures until at least three fiscal years pass since the close of the previous failed ballot, unless otherwise directed by City Council. c. If the ballot proceeding succeeds, the assessment will be changed to the identified rate and the total cost of the proceeding will be borne by the district, to be repaid from the following year's assessment.
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LMD Funding Practices and Priorities

This table outlines two options for the City's procedures when addressing LMDs with a projected negative fund balance. Ideally, this situation should not occur. However, in the event that it does, the proposed policy should provide direction on a process that is allowed under the Streets and Highways Code. As defined within **Streets and Highways Code, Sections 22656 and 22657**, the City may carry over any surplus or deficit within an LMD to the following fiscal year. When a deficit is projected to occur, staff noted two competing directions during the previous Committee meeting and therefore seek clarification. The policy section on the left side of the table includes further text necessary to fully enact the policy directive if this section is included in the policy. As stated prior to Table 4, the highlighted terms indicate operative text within the policy section. The **highlighted orange text** indicates a staff recommendation which if included or excluded, will also affect options within Table 7.

Table 5 - Funding/LMD Fund Balance Deficit Contributions	
Supporter(s) Committee member Basua Committee member Teran Staff Recommended	Supporter(s) Committee Chair McArthur
• Aside from contributions to fund general benefits, routine and temporary transfers/allowance of negative balances for cash flow purposes, and contributions for the payment of utilities above and beyond specific utility maximums as defined within a district's Governing Documents, the general subsidy of district expenses by the City should be avoided whenever possible. The City shall endeavor to avoid the general subsidy of any	• Aside from contributions to fund general benefits, routine and temporary transfers/allowance of negative balances for cash flow purposes, and contributions for the payment of utilities above and beyond specific utility maximums as defined within a district's Governing Documents, the general subsidy of district expenses by the City should be avoided whenever possible. The City shall endeavor to avoid the general subsidy of any

landscape maintenance district from any City funding source that has not been specifically set aside for such purpose by the City Council. Any exception to this policy must be set forth in a resolution of the City Council and shall follow the process established within SHC Section 22657 in which the City Council may 1) authorize a contribution to the LMD or 2) authorize a temporary advance and direct that the advance be repaid from the following year assessment. • In the event that the projected end-of-year fund balance of a landscape maintenance district shows a deficit within a specific fiscal year, the reduction of services and the levy and collection of the Required Payment at the maximum legally allowable rate shall be prioritized before the City Council is asked to approve a subsidy. In the event that a negative fund balance is still anticipated within a district after these actions are taken, the City Council may approve a loan to the District in question as described above, to be repaid from the following year assessment.	landscape maintenance district from any City funding source that has not been specifically set aside for such purpose by the City Council. In the event that a deficit is projected within a LMD fund at the end of a fiscal year, the City Council may authorize a contribution to the LMD or authorize a temporary advance and direct that the advance be repaid from the following year assessment.
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Continuing within LMD funding questions, this section focuses on LMD reserves and their different types. To identify reserves within categories allowed under the Streets and Highways Code, staff will define “Assigned Reserves,” “Operating Reserves,” and “Improvement Reserves,” within the final policy document. This section speaks specifically to “Operating Reserves,” which are explicitly allowed under **Streets and Highways Code Section 22569** (also attached to this report for reference) which states that when estimating expenses for the fiscal year, a “*reserve may be may include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.*” This does not disallow the City from also collecting reserve funds for specific projects or improvements (i.e. the “Improvement Reserves” referenced above), but staff recommends clarifying their differences within the final policy document.

Based upon Committee input and staff recommendation, the following samples indicate two options to choose from to govern the generation of “Operating Reserves.” Both examples presented here comply with the language within **Streets and Highways Code Section 22569**. Staff recommends that unexpected expenses be strongly considered when attempting to reach a consensus on this item for two reasons. First, for LMDs with smaller budgets, a lower percentage will mean a potentially minimal real cash amount held in reserves, which may make very little difference when addressing unexpected expenses. When calculating Operating Reserves, pursuant to **Streets and Highways Code Section 22569**, expenses to fund future improvements and included in the “Improvement Reserves” will be excluded from the calculation for Operating Reserves.

Table 6 - Funding/Operating Reserve Guidance	
No Indicated Preference: Committee Chair McArthur Committee member Teran	
Supporter(s) Committee member Basua	Supporter(s) Staff Recommended
• In order to ensure that landscape maintenance districts maintain appropriate reserve levels, City staff shall endeavor to ensure that each landscape maintenance district maintains Operating Reserves approximately equal to 25% of its annual operating	• For Fully Funded districts: in order to ensure that landscape maintenance districts maintain appropriate reserve levels, City staff shall ensure through the assessment process that these landscape maintenance districts maintain Operating

expenses (excluding expenses funded with “Improvement Reserves” per the Streets and Highways Code.)	Reserves no less than 16.6% and not to exceed 47.4% of each district’s annual operating expenses (excluding expenses funded with “Improvement Reserves” per the Streets and Highways Code.) For Underfunded or Deficient districts:the City staff shall endeavor to ensure that each landscape maintenance district maintains Operating Reserves no less than 16.6% and not to exceed 47.4% of each district’s annual operating expenses (excluding expenses funded with “Improvement Reserves” per the Streets and Highways Code.)
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It is also important to note that during the calculation of these reserve amounts, **Streets and Highways Code Section 22659** states that any direct payment to an LMD must be factored into the calculation of the following year’s assessment. For example, in an instance where unauthorized expenses are found to have been billed to an LMD (such as when Mr. Blattel identified that certain sidewalk grinding services should not have been billed to his LMD), the reimbursement of those costs must be factored into the calculation of the following year’s assessment, to include any reserve amounts needed for Operating or Improvement purposes.

The different language between these two samples is relatively minor but has a substantial impact on how the City budgets for its LMDs. A lower Operating Reserve percentage can make budgeting for LMDs with capped maximum levies easier as less funds may be needed to be set aside prior to budgeting for regular maintenance and operations. However, that can also be achieved by changing this reserve “requirement” to a “goal” which is similar to how staff currently manages the LMDs that do not have the ability to fully fund their current Operating Reserve (for example, in Fiscal Year 2024-25, LMDs 11, 16, 31, 38, 43, 49, and 53 were unable to fund their Operating Reserve at the 47.4% level. If this was a requirement, these LMDs would have been forced to reduce services.)

In addition to regular operating reserves, LMDs may also hold reserves for specifically identified projects in accordance with **Streets and Highways Code Section 22660** (also attached to this report for reference). These “Improvement Reserves” as staff is defining them within the policy, may be reserved for any item that will incur an expense that, *“is greater than can be conveniently raised from a single annual assessment and... shall be raised by an assessment levied and collected in installments over a period not to exceed five fiscal years.”* This is a very important differentiation as it encourages the City to periodically review projects within the LMDs and their ability to fund longer-term projects. The inability to fund larger projects, even when expenses are spread across a five-year window, may indicate a need for an LMD to be balloted.

Continuing within the funding category, staff also seeks specific consensus on how to prioritize funding decisions within LMDs when projected expenses exceed revenues and reserves may no longer be sufficient to cover the difference. To do this, staff has defined two conditions for LMDs that identify them as either “Underfunded” (meaning they are unable to fund both their reserve balances and maintenance activities), or “Deficient” (meaning that they are projected to be unable to fund their reserve balances, maintenance and operations, and are projected to end the fiscal year with a fund balance deficit.). These classifications are recommended by staff so that there is a clear delineation for LMDs that are at risk for service reductions or other extraordinary adjustments to ensure their continued operation. This has also been visualized for the Committee on an attached map.

It is important to note that any LMD may move from being fully funded to “Underfunded” in a very short time frame dependent upon the size of their budget, potential mid-year increases in cost (such as a change in landscape contractor), and whether or not Operating and Improvement Reserves are required to be funded. In particular, mid-year changes in expenses may be the strongest reason for requiring a higher reserve amount, as a change in contract may introduce an unexpected increase in expenses, which could be defrayed by an adequate reserve balance. The following sections address a potential hierarchy of fiscal actions that staff can

proceed through prior to initiating polling and balloting procedures when expenses exceed revenues. In addition to the input considered from the February Committee meeting, staff is strongly recommending that identifying a maximum assessment as a policy option be included so as not to potentially exclude that tool from future usage if needed. As was also done above, operative text is highlighted in yellow and orange.

Table 7 - Funding/Priorities when Expenses Exceed Revenues	
No Indicated Preference: Committee Chair McArthur	
Supporter(s) Committee member Basua Committee member Teran Staff Recommended	Supporter(s) - None This is alternative language from other agencies with LMDs and includes concepts that were discussed but not necessarily recommended by Committee members.
- Where the cost to provide services exceeds the applied and/or maximum rate, reserves may be used to fund the shortfall or services may be reduced so that costs do not exceed the maximum rate, except for in a landscape maintenance district that is Underfunded or Deficient. If a district is Underfunded or Deficient, then the following methods, in the following specific order of preference, may be taken to bridge the shortfall: - Use Reserves; - Notify the Affected Property Owners to determine if there's a significant interest in conducting a ballot proceeding to increase the services (e.g., increase the maximum rate) and if such interest exists, conduct such mail ballot proceeding/special election of the Affected Property Owners; - Reduce expenses and services specific to the district in question (expenses shared by all districts shall not be considered an appropriate source of reductions); - Apply a maximum levy; - Eliminate maintenance services; - Remove maintenance responsibility of specified improvements from the district by either eliminating district funding or City Council action identifying the areas removed from district responsibility; or - Other City Council direction.	- Where the cost to provide services exceeds the applied rate or the maximum rate, reserves may be used to fund the shortfall or services may be reduced so that costs do not exceed the maximum rate, except for in a landscape maintenance district that is Underfunded or Deficient. If a district is Underfunded or Deficient, then the following methods, in no particular order of preference, may be taken to bridge the shortfall: - Use Reserves; - Notify the Affected Property Owners to determine if there's a significant interest in conducting a ballot proceeding to increase the services (e.g., increase the maximum rate) and if such interest exists, conduct such mail ballot proceeding/special election of the Affected Property Owners; - Reduce expenses and services specific to the district in question (expenses shared by all districts shall not be considered an appropriate source of reductions); - Eliminate maintenance services; - Apply a maximum levy; - Remove maintenance responsibility of specified improvements from the district by either eliminating district funding or via City Council-approved action; or - Other City Council direction.

The policy sections discussed above signify the remaining items needed for staff to complete a fully defined LMD Maintenance and Funding Policy. When consensus is reached on the above items, staff will incorporate this feedback and recommend bringing the full document to City Council for discussion and approval.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact associated with this action.

Prepared by: Steve Howlett, Assistant Public Works Director, Anthony Miller, Special Districts Manager

ATTACHMENTS

1. February 25, 2025 PWTC Agenda Report
2. Map of Landscape Maintenance Districts
3. Map of Landscape Maintenance Districts and Funded Status
4. LMD and City Landscape Feature Comparison
5. Streets and Highway Code Section 22569
6. Streets and Highway Code Section 22660
7. Presentation

State of California

STREETS AND HIGHWAYS CODE

Section 22569

22569. The estimate of the costs of the improvements for the fiscal year shall contain estimates for all of the following:

(a) The total costs for improvements to be made that year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.

(b) The amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.

(c) The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(d) The amount, if any, of the annual installment for the fiscal year where the legislative body has ordered an assessment for the estimated cost of any improvements to be levied and collected in annual installments.

(e) The net amount to be assessed upon assessable lands within the assessment district, being the total improvement costs, as referred to in subdivision (a), increased or decreased, as the case may be, by any of the amounts referred to in subdivision (b), (c), or (d).

(Amended by Stats. 1991, Ch. 966, Sec. 15.)

State of California

STREETS AND HIGHWAYS CODE

Section 22660

22660. (a) The legislative body may, by resolution, determine that the estimated cost of any of the proposed improvements described in subdivisions (a) to (d), inclusive, of Section 22525 is greater than can be conveniently raised from a single annual assessment and order that the estimated cost shall be raised by an assessment levied and collected in installments over a period not to exceed five fiscal years.

(b) The legislative body may, by resolution, determine that the estimated cost of the proposed improvements described in Section 22525 is greater than can be conveniently raised from a single annual assessment and order that the estimated cost of those improvements, other than the costs of maintenance and servicing, be raised by an assessment levied and collected in installments over a period not to exceed 30 years.

(c) The resolution adopted pursuant to subdivision (a) or (b) shall generally describe the proposed improvements, set forth the estimated cost thereof, specify the number of annual installments and the fiscal years during which they are to be collected, and fix or determine the maximum amount of each annual installment.

(Amended by Stats. 1988, Ch. 366, Sec. 1. Effective July 14, 1988.)

Adoption of Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts for the City of Oxnard

City Council
July 15, 2025

Anthony Miller
Special Districts Manager

That the City Council Adopt a Resolution Establishing a Maintenance and Funding Policy for Landscape Maintenance Districts managed by the City of Oxnard.

- The Special Districts Division, within the Public Works Department, is responsible for the management of the City's bonded assessment districts, landscape maintenance districts ("LMDs"), community facilities districts ("CFDs"), maintenance assessment districts ("MADs"), and waterways assessment districts ("WADs").
- Each of these types of districts is governed by different provisions of state law, which set forth the purposes for which the districts can be formed, basic administrative requirements, and the processes by which their assessments and special taxes can be levied.

- LMDs are formed under the provisions of the Landscape and Lighting Act of 1972 (Streets and Highways Code Sections 22500 et. seq.) (the “1972 Act”) and must comply with specific management requirements unique to the 1972 Act.

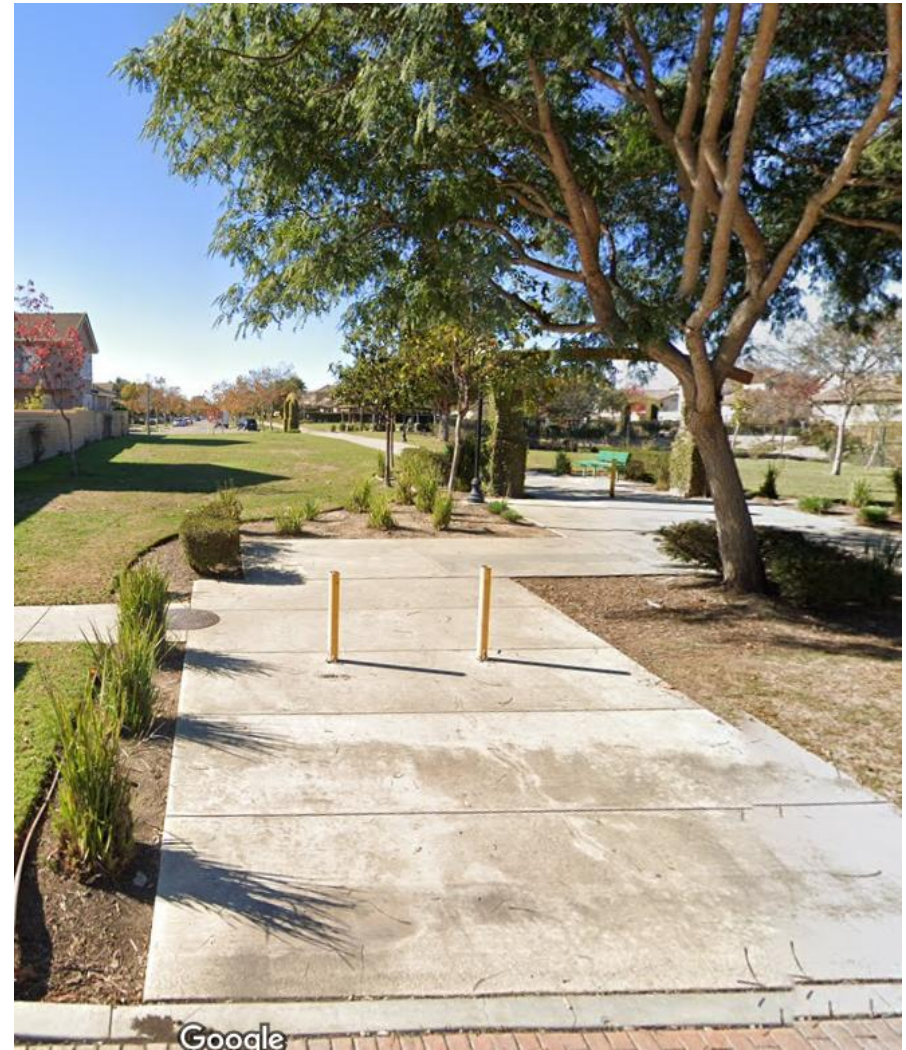
- In order to provide ample opportunity for public comment on this process, staff sent mailers to property owners within all the LMDs listing upcoming Public Works and Transportation Committee (PWTC) meetings on the subject.
- On February 25th, staff introduced various concepts and draft policy text examples for the Public Works and Transportation Committee to discuss and provide feedback with recommendations.
- On March 25th, staff brought specific policy text examples back to the Committee in order to capture their recommendations within the final policy document.

- Staff received input from the Committee on a variety of questions.
- Much of the discussion was specifically focused on appropriate reserve levels, processes for the balloting of districts, the need for a policy document for staff to follow, specific reserve requirements, and priorities.
- Additionally, there was public comment and committee discussion that focused primarily on the reason for the existence of LMDs, which is addressed at the beginning of the Discussion Section in this report.

- After significant review by City staff and substantial effort to include direction from the Public Works and Transportation Committee, staff is recommending that the attached Landscape Maintenance District Maintenance and Funding Policy be adopted, via resolution, by the City Council.
- LMDs exist to provide a direct and special benefit to those who choose to purchase property within its boundaries.
- The additional level of landscaping, amenities, parks, lighting, and/or other authorized improvements within the district that are above and beyond what is generally provided to residents through the typical planning and permitting of non-LMD developments.



General Fund Paseo



LMD Paseo



LMD Maintained Items

(within highlighted area)

- Sign
- Turf
- Planters
- Trees
- Irrigation
- Sidewalks



General Fund Maintained Items (within highlighted area)

- Planter (in front of sign only)
- Sidewalks
- All other trees and shrubs are privately maintained

- Many of the City's LMDs were formed prior to the passing of Proposition 218 in 1996.
- This means that in LMDs formed without an inflator, any future increases in operating expenses for items such as landscape services or utilities cannot be met unless they are able to reduce services or eliminate improvements within that district.
- This specifically means reducing or cancelling services entirely in order to stay within the LMDs funding capacity.

- To put this in terms that may be more familiar, the highest assessed rates within the past 5 years have been broken into a monthly payment to show what an equivalent to a Homeowners Association payment would be with similar improvements.
- This information is shown in Table I within the Staff Report.
- The LMDs highlighted within Table I are specifically at risk for substantial swings in maintenance quality as they become unable to fund their improvements because of inflation and their capped pre-Prop. 218 fixed rates.

- This is already happening in some LMDs where maintenance and operations expenses are exceeding the LMD's capacity to fund them.
- Districts that are classified as “Underfunded” or “Deficient” are indicated within Table 2 in the staff report and on the map included as Attachment 3 to the staff report.
- This information is not meant to determine any ideal assessment amount, but rather illustrate the scope and scale of services provided in comparison to what the highest assessment amounts represent as a portion of each unit's/property's total tax bill.

- Proposition 218, an amendment to the state constitution that was adopted by the voters in 1996, dramatically reduced the City's ability to increase assessment rates in existing LMDs.
- Prior to the adoption of Prop. 218, the City Council could, each year, adopt increases to assessment rates without holding any sort of property-owner "election."
- The LMDs established prior to the adoption of Prop. 218 were approved by the City Council without the concept of a "maximum rate" or an automatic "inflation adjustment."

- At the time these LMDs were established, it was assumed that the rates could be easily adjusted each year to meet increasing or special costs.
- Prop. 218 introduced changes that effectively “moved the goalposts” for communities formed prior to Prop. 218’s passage.
- The City currently has 10 LMDs that were formed prior to the passage of Prop. 218, each of which has a capped assessment. (This list can be found within Table 3 as a part of the staff report.)

- Once Prop. 218 went into effect the currently applied rate for the assessment in connection with each of these “grandfathered” LMDs became the “maximum rate” for the LMD.
- LMDs created after 1996 included a property-owner-approved annual adjustment to the “maximum rate.”
- It is also important to note that the “applied rate” is annually recommended by staff and approved by the City Council and is less than or equal to the “maximum rate.”

- Pursuant to Prop. 218, to change a LMDs “maximum rate” the City must conduct an “assessment mail-ballot proceeding.”
- The purpose of this policy is to address areas where the Streets and Highways Code, Government Code, and Prop. 218 does not provide explicit guidance on the processes and procedures for the City to follow.
- Neither Prop. 218 nor the 1972 Act require that a city conduct any sort of polling or resident outreach prior to preparing an engineer’s report, proposing an assessment, or mailing notices and ballots to property owners.

- Although not required, it makes sense to do outreach or polling prior to beginning the formally required process as there are significant costs associated with preparing an engineer's report and conducting a mail ballot proceeding.
- Staff has dedicated a substantial portion within the draft policy specifying procedures for initiating polling prior to the commencing the steps required by state law for an increase.

- Discussion around Prop. 218 processes primarily focused on how and when balloting could take place within a district. Staff incorporated the feedback received during the Committee process and within policy Section V. Polling and Balloting, which sets specific guidelines for the following:
 - A level that is considered to be of “significant interest” within an LMD for balloting;
 - How balloting should be funded;
 - The process should be followed when a District is found to not be able to fund its maintenance and operations;
 - What happens if a ballot is not pursued and;
 - What happens if a ballot fails.

- The policy specifically seeks to clarify LMD funding practices and procedures.
- Specifically, the policy clarifies when fund balance contributions may be used, defines different types of allowable reserve funds and what they can be used for, and minimum and maximum levels for reserve balances where the City has discretion.
- Staff sought to define processes by broadly outlining how the current process works, and then refined the policy based on the feedback received.

- Examples of the feedback and direction, specifically within Section IV. Funding, include the following:
 - Guidelines for when districts may be eligible to receive a non-utility subsidy from the general fund;
 - Establishing an operating reserve floor for fully funded districts of 16.6% and a ceiling of 47.4% of their budget expenses;
 - Providing guidelines that underfunded districts may have operating reserve levels which fall below 16.6% of their budgeted expenses, and;
 - Establishing a hierarchy of procedures for staff to follow when expected revenue requirements within an underfunded or deficient district exceed the district's maximum rate of assessment.

- It should be noted that during the calculation of these reserve amounts, Streets and Highways Code Section 22659 states that any direct payment to an LMD must be factored into the calculation of the following year's assessment.
- This includes instances such as when Mr. Blattel identified that certain sidewalk grinding services should not have been billed to his LMD, the reimbursement of those costs must be factored into the calculation of the following year's assessment, to include any reserve amounts needed for Operating or Improvement purposes.

- The differences between the above sections, while minor, have a substantial impact.
- A lower Operating Reserve percentage can make budgeting for LMDs with capped maximum levies easier as less funds may be needed to be set aside prior to budgeting for regular maintenance and operations.
- This can also be achieved by using specific language, such as specifying a reserve “goal” rather than a “requirement.”

- Separate from operating reserves, LMDs may also hold reserves for specifically identified projects in accordance with Streets and Highways Code Section 22660.
- These “Improvement Reserves,” may be collected over a period not to exceed 5 years.
- This is a very important differentiation as it encourages the City to periodically review projects within the LMDs and their ability to fund longer-term projects. The inability to fund larger projects, even when expenses are spread across a five-year window, may indicate a need for an LMD to be balloted.

- Continuing within the funding category, staff also seeks specific consensus on how to prioritize funding decisions within LMDs when projected expenses exceed revenues and reserves may no longer be sufficient to cover the difference.
- To facilitate this, staff defined two LMD funding states:
 - Underfunded - unable to fund both operating reserves and maintenance operations
 - Deficient - unable to fund operating reserves, maintenance operations, and are projected to end the fiscal year with a fund balance deficit

- Any LMD may move from being fully funded to “Underfunded” in a very short time frame dependent upon the size of their budget, potential mid-year increases in cost (such as a change in landscape contractor), and whether or not Operating and Improvement Reserves are required to be funded.
- Staff is strongly recommending that identifying a maximum assessment as a policy option be included so as not to potentially exclude that tool from future usage if needed.
- As with the previous section, highlighted items indicate operative text and staff recommendations.

Table 7 - Funding/Priorities when Expenses Exceed Revenues

No Indicated Preference: Committee Chair McArthur	
Supporter(s) Committee member Basua Committee member Teran Staff Recommended	Supporter(s) - None This is alternative language from other agencies with LMDs and includes concepts that were discussed but not necessarily recommended by Committee members.
- Where the cost to provide services exceeds the applied and/or maximum rate, reserves may be used to fund the shortfall or services may be reduced so that costs do not exceed the maximum rate, except for in a landscape maintenance district that is Underfunded or Deficient. If a district is Underfunded or Deficient, then the following methods, in the following specific order of preference, may be taken to bridge the shortfall: a. Use Reserves; b. Notify the Affected Property Owners to determine if there's a significant interest in conducting a ballot proceeding to increase the services (e.g., increase the maximum rate) and if such interest exists, conduct such mail ballot proceeding/special election of the Affected Property Owners; c. Reduce expenses and services specific to the district in question (expenses shared by all districts shall not be considered an appropriate source of reductions); d. Apply a maximum levy; e. Eliminate maintenance services;	- Where the cost to provide services exceeds the applied rate or the maximum rate, reserves may be used to fund the shortfall or services may be reduced so that costs do not exceed the maximum rate, except for in a landscape maintenance district that is Underfunded or Deficient. If a district is Underfunded or Deficient, then the following methods, in no particular order of preference, may be taken to bridge the shortfall: - Use Reserves; - Notify the Affected Property Owners to determine if there's a significant interest in conducting a ballot proceeding to increase the services (e.g., increase the maximum rate) and if such interest exists, conduct such mail ballot proceeding/special election of the Affected Property Owners; - Reduce expenses and services specific to the district in question (expenses shared by all districts shall not be considered an appropriate source of reductions); - Eliminate maintenance services; - Apply a maximum levy;

Table 7 - Funding/Priorities when Expenses Exceed Revenues (Cont.)

No Indicated Preference:

Committee Chair McArthur

Supporter(s)	Supporter(s) - None
Committee member Basua Committee member Teran Staff Recommended	This is alternative language from other agencies with LMDs and includes concepts that were discussed but not necessarily recommended by Committee members.
f. Remove maintenance responsibility of specified improvements from the district by either eliminating district funding or City Council action identifying the areas removed from district responsibility; or g. Other City Council direction.	- Remove maintenance responsibility of specified improvements from the district by either eliminating district funding or via City Council-approved action; or - Other City Council direction.

- The previous policy items signify the remaining items needed for staff to complete a fully defined LMD Maintenance and Funding Policy.
- When consensus is reached on the above items, staff will incorporate this feedback and recommend bringing the full document to City Council for discussion and approval.

- There is no direct financial impact associated with this action.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.2

DATE: July 15, 2025

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Response to Grand Jury Report - Prioritizing Best Practice Street Maintenance. (10 minutes)

RECOMMENDATION

That the City Council authorize the Mayor to sign on behalf of the City Council, the City of Oxnard's response to the 2024-2025 Ventura County Grand Jury Report - Prioritizing Best Practice Street Maintenance.

(This item did not originate in Committee.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/VJBjhgXNDog>

BACKGROUND

On June 4, 2025, the City received the 2024-2025 Ventura County Grand Jury Report *Prioritizing Best Practice Street Maintenance* ("Report"), demanding a response within 90 days. As such, the City has until September 2, 2025, to respond. A copy of the Report is attached.

The Report is an attempt to define and characterize best management practices for pavement maintenance. The Report, specific to local agencies' maintenance of streets, outlines deferred maintenance, develops a poorly supported hidden cost calculation, provides funding variables, and ultimately tries to compare local cities with respect to pavement maintenance practices to general statements in published documents.

The Report claims that the Ventura Civil Grand Jury received complaints about road conditions in several cities within Ventura County and chose to investigate Camarillo, Oxnard, Santa Paula, Simi Valley, and Ventura. Interesting to note that the Grand Jury did not include the County of Ventura, which has 542 centerline miles of streets to maintain (compared to Oxnard's 453 centerline miles) but is on pace to receive \$37.5 million in Gas Tax in Fiscal Year (FY) 2024/25, which is 3.4 times more than the City of Oxnard.

The Report's findings and recommendations specific to Oxnard are:

Finding F-01. *The Civil Grand Jury finds that Oxnard does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.*

Finding F-06. *The Civil Grand Jury finds that Oxnard, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.*

Recommendation R-02. *The Civil Grand Jury recommends that Oxnard set a goal to achieve best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025.*

The proposed response is attached and a summary is provided in the Discussion section below.

DISCUSSION

As with most Civil Grand Jury Reports, this one is a very narrow review of one small portion of what a local agency does. In fact, street maintenance is 2% of the Public Works Department's overall annual operating budget and is 1% of the City's overall annual operating budget for FY 2025/26. In FY 2025/26, street paving projects, including alley projects, make up 26% of the new funding approved by the City Council for the overall capital improvement budget for the fiscal year. Public Works staff is unable to replicate the financial figures used in the Report for the City of Oxnard. It should be noted that since FY 2021/22 (after the passage of Measure E) through FY 2025/26, the City has budgeted **\$96.6 million** on street paving capital improvement program (CIP) projects and has budgeted **\$27.5 million** for Streets Maintenance operating budget.

In general, the Report states that maintaining streets above a certain pavement condition index (PCI) will result in spending less money on street maintenance in the long run; meaning, keeping streets above a specified PCI and conducting more preventative maintenance than corrective maintenance is best management practice. Public Works staff agrees with the logic that preventative maintenance for roadways is less expensive than corrective maintenance. However, the statement that only an overall PCI above 80, which the Report purports represents an agency that has best management practices in place, is not only a misuse of what a PCI generally represents, but it is also not based on sound engineering logic nor the specifics of any agency's actual street data.

As noted in the attached response, the Public Works staff disagrees with the generalization of some of the very technical engineering information that the Grand Jury is trying to use. Licensed professional civil engineers who have designed and constructed pavement projects know that preventive maintenance treatments, such as slurry seals, chip/cape seals, and thin overlays can be used on street segments with PCIs less than 80, given the correct assessment of specific distresses in the asphalt pavement, evaluation of core samples, and years of engineering experience. However, the Report incorrectly implies that those treatments are only available for streets with PCIs above 80.

In April 2024, Public Works staff brought forward to the City Council a staff report outlining the City's pavement management program and 5-phased pavement maps. The staff report outlines the City's plan to achieve best practice pavement management; however, it is not just based upon a broad-brush PCI number, such as "above 80". From the City's August 2018 Pavement Management Report to its most recent finalized report dated February 2024, the City's overall PCI has increased from 63 to 67. This is due to the significant investment the City Council has made in funding CIP projects for street paving, as noted above.

The goal of Oxnard's Pavement Management Program has already been established and was re-emphasized to the City Council on April 2, 2024. The goal is to reach the pavement condition category of "Good" (at least a PCI of 70) for all street segments in Oxnard, allowing for a future goal of a 75% preventative maintenance and 25% corrective maintenance ratio for all capital improvement projects related to street paving. The staff report is attached for reference. Please note that the City's goal (i.e. to reach the pavement condition category of "Good") is the same as the Report's Reference 14 (SaveCaliforniaStreets), "To use taxpayer money wisely, it makes more sense to preserve and maintain roads in **good condition** [emphasis added] than to wait and repair or replace them when they deteriorate or fail."

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There are no fiscal impacts with the recommended action items in this staff report.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michael Wolfe, Public Works Director

ATTACHMENTS

1. 2024-2025 Ventura County Civil Grand Jury - Prioritizing Best Practice Street Maintenance Report
2. Response to Grand Jury - Street Maintenance
3. April 2, 2024 Agenda Report
4. Presentation



COUNTY of VENTURA

Civil Grand Jury

800 South Victoria Avenue
Ventura, CA 93009
Tel (805) 477-1600
Fax (805) 658-4523
grandjury.countyofventura.org

Confidential

June 4, 2025

Mayor Luis A. McArthur
300 W. 3rd Street
Oxnard, CA 93030

Re: Prioritizing Best Practice Street Maintenance

Dear Mayor McArthur,

Enclosed, please find a copy of the above referenced report by the 2024-2025 Ventura County Civil Grand Jury.

Attached are excerpts from the California Penal Code Sections 933 and 933.05. Please note that subdivision (f) of Penal Code section 933.05 specifically prohibits any disclosure of the contents of a grand jury report by a public agency or its officers or governing body prior to its release to the public, which will occur two days after the date of this letter.

California Penal Code Section 933.05 requires that you respond to the Findings and Recommendations contained in the report. Penal Code 933.05 mandates the content and format of responses. Penal Code section 933 mandates the deadline for the responses. Please review the section of the report titled "RESPONSES" for the specific Findings and Recommendations to which you are required to respond.

You are required to submit your response within 90 days as follows:

Hard copy to: The Honorable Matthew P. Guasco, Presiding Judge, Superior Court of California, County of Ventura, 800 S. Victoria Avenue, Ventura, CA 93003.

Please also send a written copy of your responses to: Ventura County Grand Jury, 800 S. Victoria Avenue, Ventura, CA 93009.

Responses are public records. Your entity must maintain a copy of your response.

Should you have any questions, please contact me at barb.rush@ventura.org or at the above address.

Sincerely,

Barbara Rush

Barbara Rush
Foreperson, 2024-2025 Ventura County Civil Grand Jury

California Penal Code Section 933.05

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



Response to 2024-2025 Ventura County Grand Jury Report Form (Please See California Penal Code Section 933.05)

Report Title: Prioritizing Best Practice Street Maintenance

Responding Entity: Oxnard City Council

FINDINGS

- I (we) agree with the Findings numbered: _____
- I (we) disagree wholly or partially with the Findings numbered: _____
(Attach a statement specifying any portions of the Findings that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
(Attach a summary describing the implemented actions.)
- Recommendations numbered _____ have not yet been implemented but will be implemented in the future.
(Attach a summary indicating the timeframe for implementation.)
- Recommendations numbered _____ require further analysis.
(Attach an explanation to include: scope and parameters of the analysis or study and timeframe for the matter to be prepared for discussion with the agency or department head. The timeframe shall not exceed six months from the date of publication of the report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.
(Attach an explanation.)

Date: _____

Signed: _____

Title: _____

Number of pages attached: __

2024 – 2025



Civil Grand Jury

Final Report

Prioritizing Best Practice Street Maintenance

June 4, 2025

Prioritizing Best Practice Street Maintenance

SUMMARY

Streets are a vital part of a city's infrastructure, enabling commerce, emergency services, and recreation. They often make up the bulk of a city's assets and are costly to maintain. Streets not kept in a best practice condition are costlier to maintain. Neglected streets also cause extra wear on the vehicles that use them.

The Ventura County Civil Grand Jury investigated the pavement conditions in the cities of Camarillo, Oxnard, Santa Paula, Simi Valley, and Ventura. Although these cities have established improvement goals, none has a specific target to achieve and maintain best practice pavement conditions.

The Civil Grand Jury recommends that each city set a goal to achieve best practice street conditions and create a plan to reach that goal.

METHODOLOGY

The Ventura County Civil Grand Jury received complaints about road conditions in several cities within Ventura County and chose to investigate Camarillo, Oxnard, Santa Paula, Simi Valley, and Ventura due to the differing street conditions present. City pavement management plans, budgets, and financial statements were examined. Interviews were held with city officials. City Council meetings were reviewed. Additionally, online research was conducted. Data was downloaded for analysis from the California State Controller for city and city street revenue. (Ref-01, Ref-02, Ref-03, Ref-04, Ref-05, Ref-06, Ref-07, Ref-08, Ref-09, Ref-10, Ref-11, Ref-12, Ref-13, Att-01, Att-02)

BACKGROUND

Streets are essential for a functioning city; they provide access for fire, police, and ambulance services. They facilitate commerce, commuting, delivery, and leisure travel while supporting public transit, biking, and walking.

Best Practice Pavement Conditions

Since 2008, a coalition of cities, counties, and Regional Transportation Planning Agencies (RTPAs) has partnered to educate policymakers and the public about the necessity of investing in transportation infrastructure. The group, **SaveCaliforniaStreets**, presents several points in its biannual report, which is compiled using data submitted by cities and counties, with the most recent release in May 2023. (Ref-14)

- The Pavement Condition Index (PCI) is a rating system that ranges from 0 (failed) to 100 (excellent).
- Best practices call for a PCI in the 80s.
- A PCI rating ranging from 60 to 70 is classified as "at risk".

- Reconstructing a street in poor condition (PCI < 49) can cost up to 14 times more than maintaining pavement in good condition (PCI 71 to 85).
- Maintaining a street with a PCI of 50 to 70 can cost as much as four times more than maintaining pavement conditions in the 80s.

There are two relevant concepts in best practice pavement management: lifecycle cost analysis and the perpetual pavement design concept. These concepts are presented by the United States Department of Transportation's "Life-Cycle Cost Analysis Primer" in 2003 and "Reformulated Pavement Remaining Service Life Framework" in 2013. (Ref-15, Ref-16)

Lifecycle cost analysis advocates for finding the best, lowest cost way to accomplish a project using discounted cash flows. It considers both the project costs incurred by a city and user costs, including vehicle operating costs, travel time costs, and crash costs. (Ref-15)

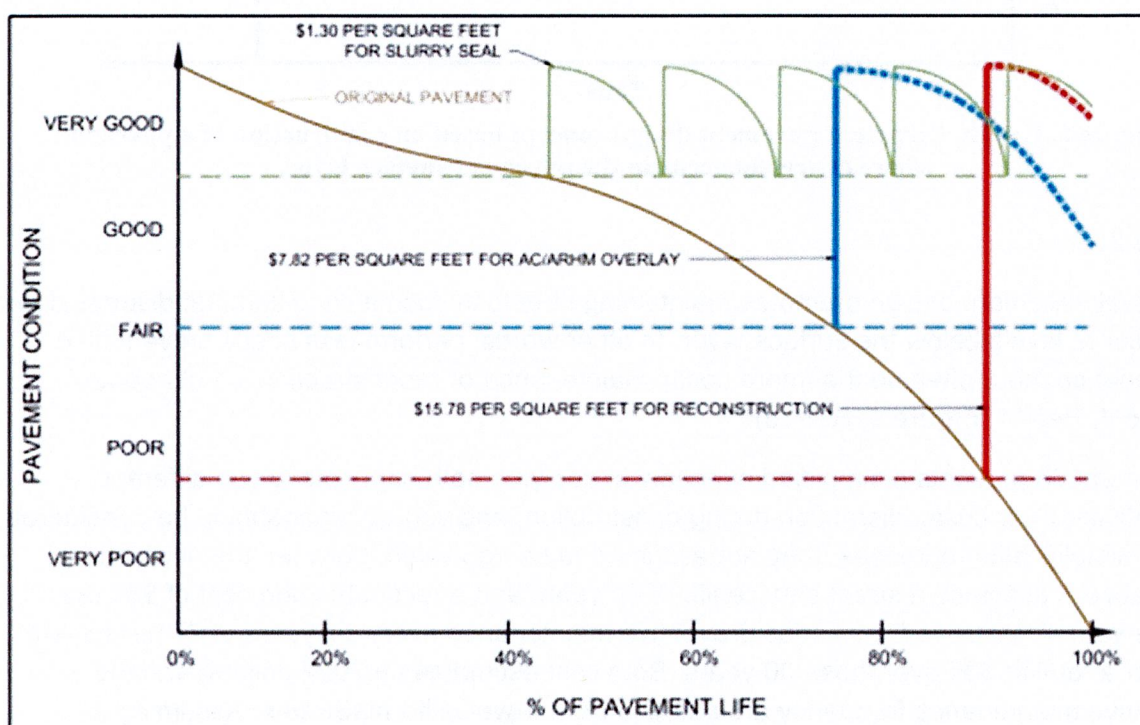


Exhibit C - Pavement Deterioration Curve and Maintenance Costs

Figure 1

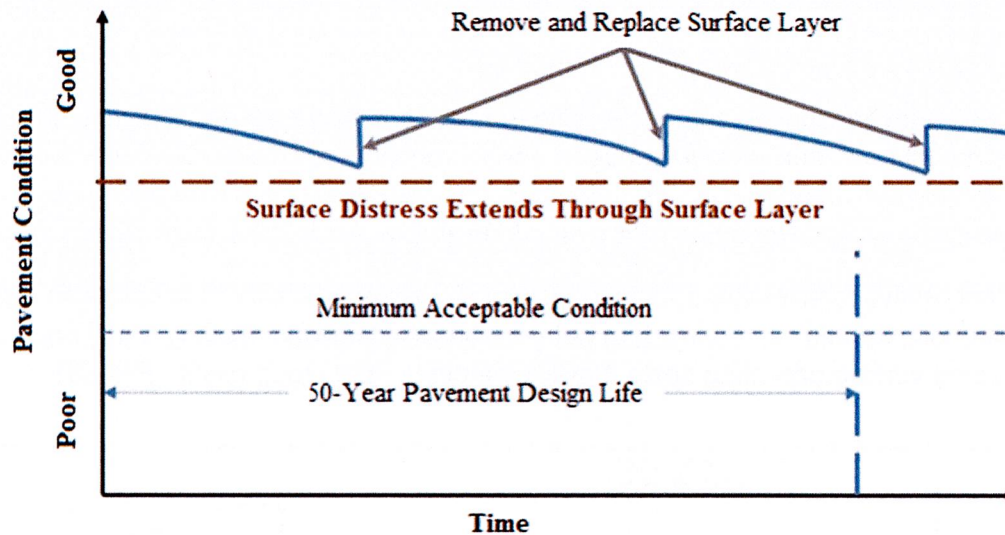


Figure 6. Graph. Perpetual pavement design concept based on construction of a pavement where distresses occur in the pavement surface layer.

Figure 2

Perpetual pavement design promotes maintaining streets in such a condition that distress does not occur at levels below the surface layer. In other words, perform less costly preventative maintenance more often so that more costly maintenance or reconstruction is not needed. (Figure 1, Ref-11, Figure 2, Ref-16)

Attachment 03 presents a simplified overview of applying both concepts to two different alternatives. User costs, disruption during construction, and vehicle wear should be considered, but for simplification purposes, they are assumed to be equivalent between the alternatives. Alternative A assumes a street service life of 30 years and a reconstruction cost of \$84 per square yard. Alternative B assumes preventive maintenance every six years at \$7 per square yard for a total of \$35 over those 30 years. Both cost estimates (in 2022 dollars) and the preventive maintenance frequency are sourced from SaveCaliforniaStreets. Assuming a discount rate of 4%, the present value of \$84 is \$26. The present value of \$7 spent every six years, starting in year six, is \$18. Results indicate that performing preventative maintenance costs about 30% less than reconstructing a street every 30 years. (Ref-14, Ref-15, Att-03)

Essentially, a higher PCI provides the opportunity to reduce costs for street maintenance. Allowing pavement conditions to fall below best practices leads to increased expenses. If a city sets a goal of 70, taxpayers may end up paying four times more to maintain streets that do not advance beyond that level. The sooner a city can achieve a PCI in the 80s, the better.

Costlier Deferred Maintenance

A software program known as **StreetSaver** is frequently used for pavement management in California. The StreetSaver program does the following:

- Tracks pavement conditions and estimates their degradation over time
- Makes estimates of future funding requirements to achieve a specific PCI goal within one to ten years
- Assists in planning by recommending which streets to prioritize within a limited budget.

(Ref-17)

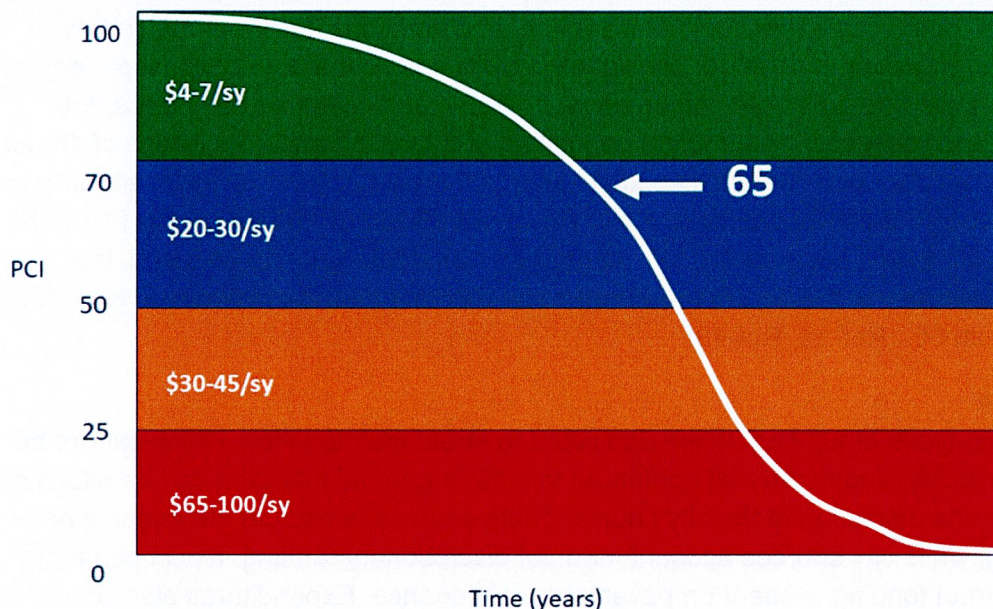


Figure 3

StreetSaver's estimate of future funding requirements considers the costs for all streets with PCIs ranging from 0 to 100. For asphalt streets with a PCI rating above 70, SaveCaliforniaStreets estimates the cost, in 2022 dollars, to be \$4 to \$7 per square yard. For streets with a PCI between 50 and 70, the cost increases to between \$20 and \$30 per square yard. Deferring maintenance until a street's PCI falls between 70 and 50 is costlier by the difference between these two ranges, totaling \$16 to \$23 per square yard. This costlier deferred maintenance could be avoided if street conditions were maintained using best practices, a PCI in the 80s. (**Figure 3**, Ref-14)

Although it is not as precise as StreetSaver, the following calculation provides a rough estimate of costlier deferred maintenance: (Lane miles) × (Additional Cost per Square Yard) × (Average Lane Width) × (Yards per Mile). A city with 1,000 lane miles of streets to maintain with a PCI of 67 incurs an additional cost of \$16 to \$23 per square yard. Assuming an average lane width of 5 yards and 1,760 yards per mile, the additional cost requirement would range from \$140 million to \$200 million, likely closer to \$140 million since the PCI is nearer to 70 than to 50. $(1,000) \times (\$16 \text{ to } \$23) \times (5) \times (1,760) = \$140,000,000 \text{ to } \$200,000,000$.

If a city spends enough to increase its average PCI, it can reduce the amount of this costlier deferred maintenance. In contrast, if a city does not spend sufficiently to maintain the same pavement conditions, the opposite occurs. Even if a city's pavement condition remains unchanged, the costlier deferred maintenance amount will escalate by four to seven percent annually due to inflation in paving construction costs, according to SaveCaliforniaStreets. (Ref-14)

The Hidden Cost

In 2024, Trip, a national transportation research nonprofit, estimated that Californians lost \$22.9 billion per year in additional vehicle wear due to poor streets. This estimate corresponds with a statewide PCI of 65 reported by SaveCaliforniaStreets in 2022. It encompasses vehicle depreciation, repair costs, increased fuel consumption, and additional tire wear caused by inadequate streets. However, it does not consider the extra time lost due to congestion, delays from detours, the noise and dust from construction, or restricted access for commerce, fire, police, and ambulance services. Assuming a population of 39 million and an average of 16 out of 35 miles driven daily on local streets, this totals approximately \$270 per resident annually for driving on subpar local roads. Residents of a city with a population of 100,000 and a PCI of 65 collectively incur \$27 million per year for this hidden cost. Like deferred maintenance, this amount is dependent on the average PCI. It is zero at a PCI of 100 and increases to over \$270 at a PCI of less than 65. (Ref-18, Ref-19)

Funding Sources

There are two main types of funding: those dedicated to street maintenance, which cannot be used for other purposes, and those that contribute to a city's general fund and can be allocated for any purpose at the discretion of the city council. State sources constitute the majority of dedicated funding, while city sources account for most discretionary funding. It is important to note that not all street funding is spent on pavement maintenance. Expenditures also cover bridges, traffic signals, sidewalks, wheelchair ramps, gutters, storm drains, engineering, bike paths, signage, and more.

State funds dedicated to street maintenance primarily come from the gas tax (Highway Users Tax Account) and SB1 (The Road Repair and Accountability Act of 2017). Since SB1 funds and gas taxes are indexed for inflation, these resources are increasing despite lower gas consumption. The future growth rate of these funds is anticipated to decline under current regulations as electric vehicles represent a larger share of the vehicles on the road. The state is conducting several studies to modify these regulations, such as implementing a tax based on miles driven rather than gas consumption. Federal and State funding sources are insufficient to cover routine street maintenance, let alone the funding required to achieve best practice street conditions. (Ref-20, Ref-21, Ref-14)

City sources for street maintenance funds come from property tax and sales tax, which make up the majority of a city's general fund. Finding alternative local funding sources is limited, particularly due to Proposition 218 (The Right to Vote on Taxes Act, passed in 1996).

Funding options that require a two-thirds vote:

- Special property tax assessment
- Sales tax for dedicated services, such as street maintenance
- Municipal bonds.

Funding options that require only a 50% vote:

- Sales tax allocated to the general fund.

(Ref-22, Ref-23)

Sales tax is limited to an additional 2% over the base rate of 7.25%, unless a special exception law is passed by the California legislature. These exceptions are typically introduced by a local state representative and have been successfully enacted by 91 cities. (Ref-24)

There are several other potential funding sources, some of which are listed below; however, they are less likely to significantly increase available funds and may vary in consistency from year to year.

- Increase transient occupancy tax (voter approval required)
- Developer impact fees
- Federal and state grants.

To increase local funding, most cities have chosen to use the lower 50% voter threshold to implement a general sales tax that contributes to a city's general fund. Voters should understand that these funds are discretionary. The priorities of both voters and city councils approving a general sales tax measure can evolve over time.

DISCUSSION

City Councils for the cities in this report have taken positive steps to improve street conditions.

- Camarillo has achieved best practice street conditions and has a goal to continue to seek improvement on local travel issues. (Ref-02)
- Oxnard has resumed a regular pavement cycle and set a goal to achieve a pavement condition rating of 70. (Ref-25, Ref-05)
- Santa Paula is completing the first cycle of a twenty-year pavement management plan, which consists of four five-year cycles. It has an objective to work to maximize funding going to streets. Additionally, a new funding source was established by proposing and passing Measure R in 2024, a 1% sales tax, with 60% of the vote. (Ref-07, Ref-26, Ref-27)
- Simi Valley has made it a capital improvement plan priority to resurface major and minor streets and has requested bids to update the pavement management program, with a deadline of January 2025. (Ref-08, Ref-28)
- Ventura has contracted to update its pavement management plan in 2025 and has a goal to improve conditions across the city for maintenance of roads. (Ref-29, Ref-10)

While cities have established goals to improve pavement conditions, no city has a specific goal to achieve and maintain best practice pavement conditions, a PCI in the 80s.

City Staff

All the cities in this report:

- Have experienced, skilled, and passionate leadership
- Have skilled engineers and maintenance staff
- Use the pavement management program StreetSaver to help optimize fund allocation
- Inspect and rate street conditions on a five-year or shorter cycle
- Use internal staff to fill in potholes
- Implement systems for accepting and addressing residents' pothole reports and complaints
- Engage external contractors for specialized expertise and significant street maintenance projects
- Develop multi-year comprehensive pavement management and capital improvement plans
- Create maps or plans that allow residents to see when specific streets will undergo maintenance
- Prioritize arterials, which are streets that carry the most traffic and heavy loads
- Prioritize preventive maintenance.

(Ref-01, Ref-03, Ref-05, Ref-07, Ref-09, Ref-11)

Each city faces problems and challenges, yet it is clear that city staff can resolve these issues, tackle the challenges, and effectively utilize the funds designated for street maintenance. However, it would be prudent for a plan intended to achieve best practice pavement conditions to include technical design and construction quality assurance metrics that are regularly reported to the public on the quality of work done by staff and contractors. (Ref-30)

Costlier Deferred Maintenance

Below is an estimate of costlier deferred maintenance, based on the 2022 maintenance costs estimated by SaveCaliforniaStreets. Camarillo currently has no costlier deferred maintenance amount, as their PCI meets best practices. For the other cities, these amounts are not insignificant; they represent many times the average annual cost those cities have spent on street maintenance over the past few years. (**Figure 3**, Ref-14)

Costlier Deferred Maintenance Estimate								
City	Average Pavement Condition Index (PCI)	Lane Miles of Pavement to Maintain	Average Width of a Lane in Yards	Yards per Mile	Additional Cost Range to Maintain Streets at Current PCI per Square Yard		Costlier Deferred Maintenance	
					Low	High	Low	High
Camarillo	82	470	5	1760	\$0	\$0	\$0	\$0
Oxnard	67	1037	5	1760	\$16	\$23	\$146,009,600	\$209,888,800
Santa Paula	58	180	5	1760	\$16	\$23	\$25,344,000	\$36,432,000
Simi Valley	69	812	5	1760	\$16	\$23	\$114,329,600	\$164,348,800
Ventura	63	736	5	1760	\$16	\$23	\$103,628,800	\$148,966,400

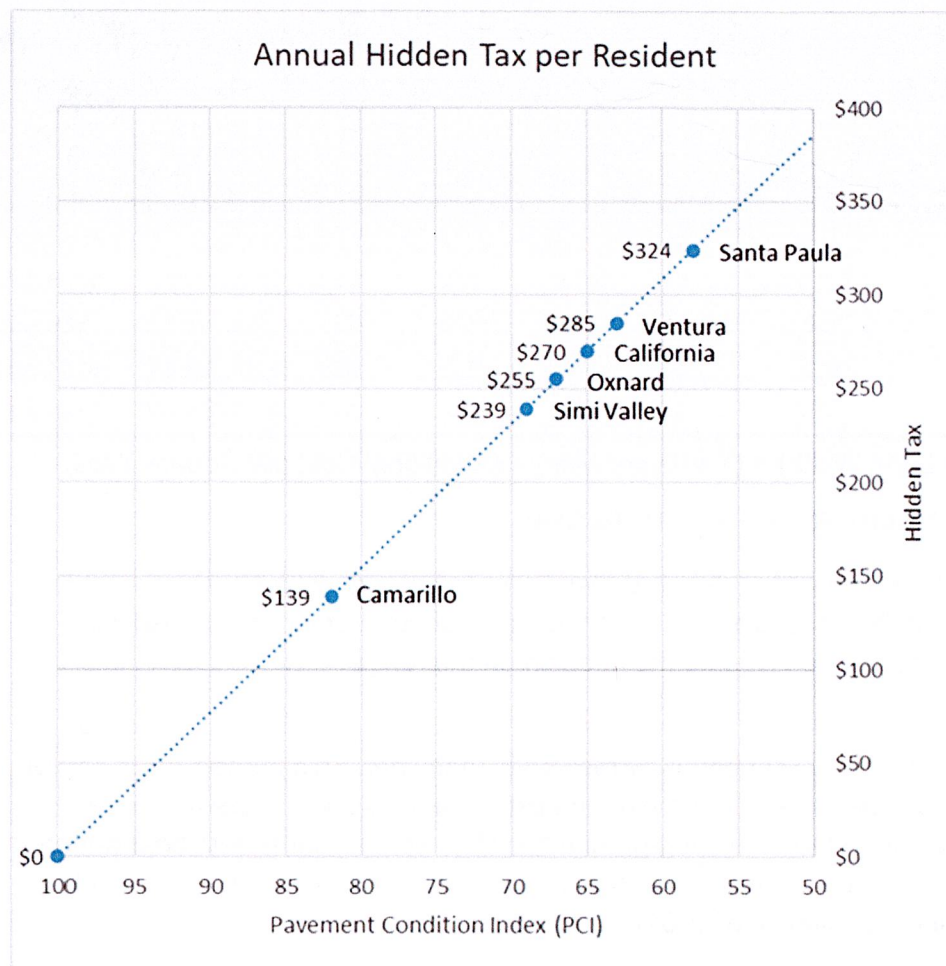
(Lane miles) × (Average Lane Width) × (Yards per Mile) × (Additional Cost per Square Yard)

(Ref-01, Ref-03, Ref-05, Ref-07, Ref-09, Ref-11, Ref-14)

For Oxnard and Simi Valley, the costlier deferred maintenance amounts roughly equivalent to the lower estimate, as their PCIs are around 70. For Santa Paula and Ventura, the costlier deferred maintenance amounts are closer to the midpoint of the range.

The Hidden Cost

Below is an estimate of the hidden cost borne by residents each year. This burden is not shared equally. Households without vehicles incur no hidden cost, while those with more than one vehicle or those who drive more than the average number of miles on local streets bear a higher percentage of the hidden cost. Residents make this hidden cost clear to city officials through complaints about pavement conditions. (Ref-01)



Assuming the hidden cost changes linearly with PCI, the hidden cost is \$139 for Camarillo, \$255 for Oxnard, \$324 for Santa Paula, \$239 for Simi Valley, and \$285 for Ventura. (Ref-18, Ref-19, Ref-31)

Estimated Hidden Tax per Year						
City	Population	Average Pavement Condition Index (PCI)	Average Local Miles Driven per Day	Average Total Miles Driven per Day	Cost of Vehicle Wear per resident per year	Hidden Tax per year
Camarillo	69,514	82	16	35	\$139	\$4,417,118
Oxnard	198,488	67	16	35	\$255	\$23,138,030
Santa Paula	31,792	58	16	35	\$324	\$4,708,849
Simi Valley	125,113	69	16	35	\$239	\$13,669,489
Ventura	109,058	63	16	35	\$285	\$14,208,699

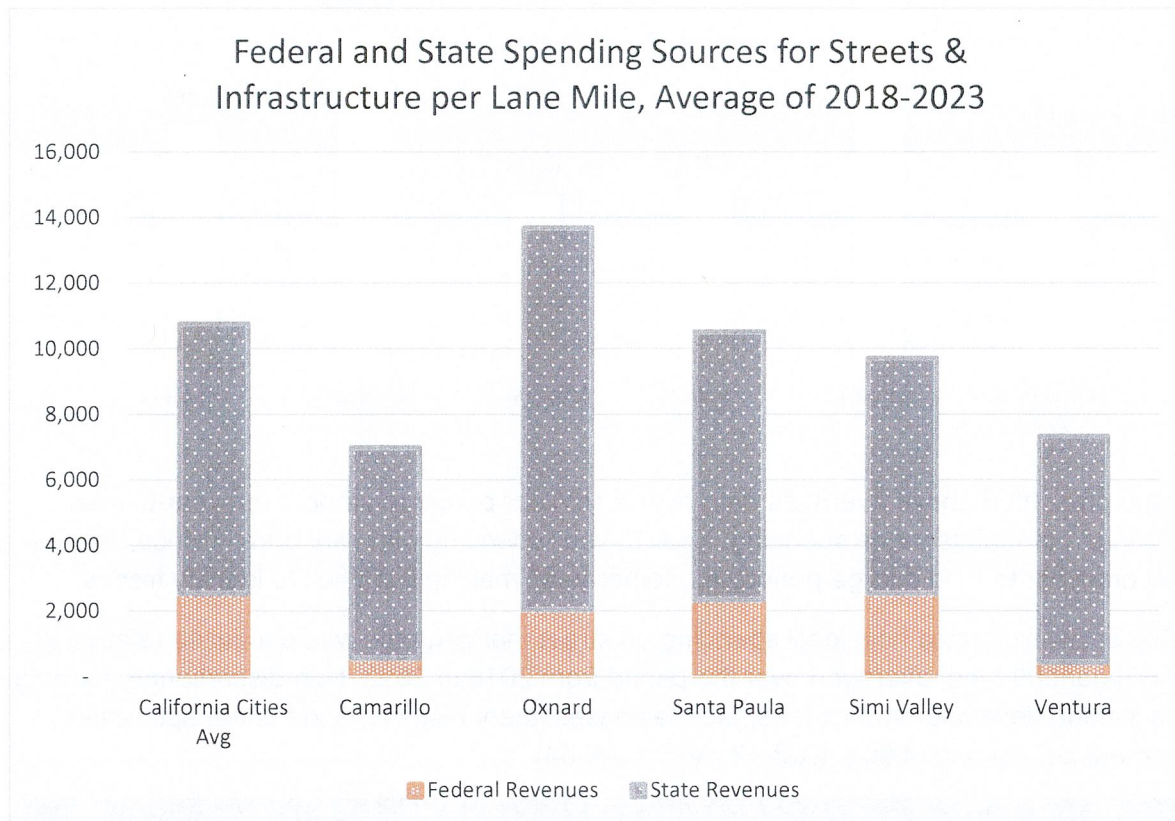
$(\text{Population}) \times (\text{Average Local Miles}) \div (\text{Average Total Miles}) \times (\text{Cost of Vehicle Wear})$

Funding Sources

The cities in this report have employed various strategies to fund street maintenance.

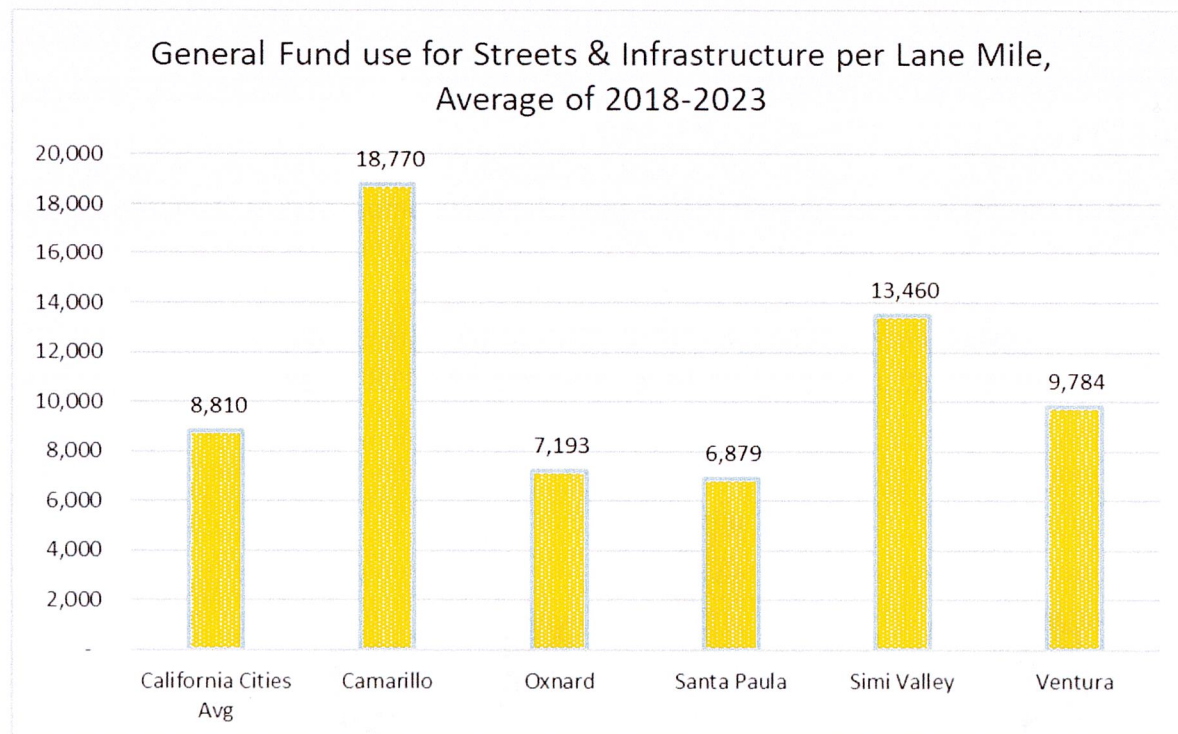
Federal and State Funds for Street Maintenance

From 2018 to 2023, Oxnard received more federal and state funding per lane mile than the average city in California. Santa Paula received about the same amount, while Camarillo, Simi Valley, and Ventura received less. (Ref-12, Att-01)



General Funds Spent on Streets

As noted above, cities in this report are working to improve pavement conditions. To compensate for reduced federal and state funding, Camarillo, Simi Valley, and Ventura are allocating more of their discretionary general funds to street maintenance than the average city in California. (Ref-12, Att-01)



The graph presented above averages data over a six-year period to smooth out year-to-year changes in street maintenance spending. Year-to-year spending can vary greatly since revenue is saved one year to fund a large project in another year, making it difficult to identify trends.

The table below illustrates how local spending on street maintenance was prioritized relative to each city's general fund, averaged over the period from 2018 to 2023. Non-discretionary funding sources include developer impact fees, facilities assessment districts, and the transportation development act, among others. (Ref-12, Att-01, Att-04)

Prioritization of Local Revenue to Street Maintenance 2018-2023					
City	General/ Discretionary Fund Revenue	Discretionary \$ Allocated to Streets	Discretionary % Allocated to Streets	Non- discretionary \$ Allocated to Streets	Non- discretionary % Allocated to Streets
Camarillo	\$46,577,657	\$8,822,073	18.9%	\$8,675,158	18.6%
Oxnard	\$182,683,887	\$7,459,313	4.1%	\$7,422,502	4.1%
Santa Paula	\$17,071,198	\$1,238,263	7.3%	\$1,269,496	7.4%
Simi Valley	\$78,394,698	\$10,929,698	13.9%	\$991,063	1.3%
Ventura	\$143,787,571	\$7,200,677	5.0%	\$11,242,194	7.8%

Sales Tax Measures

Camarillo has achieved best practice pavement conditions without increasing the sales tax.

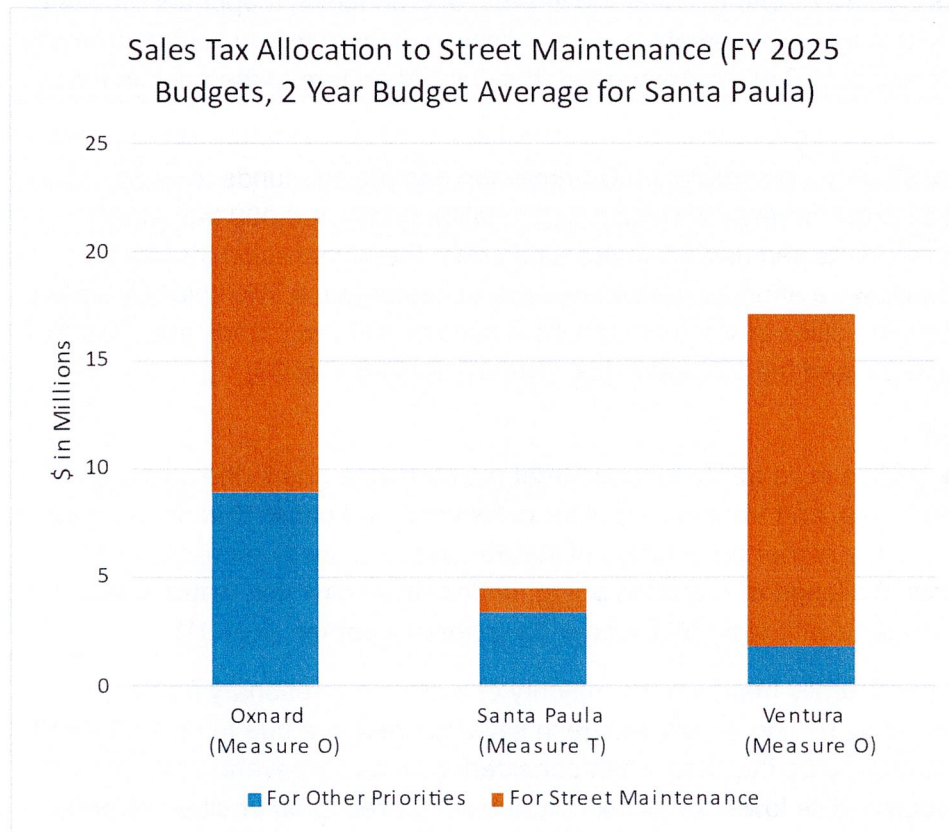
Oxnard has passed two measures: Measure O, a ½% general sales tax introduced in 2008 that expires in 2029, and Measure E, a 1 ½% general sales tax enacted in 2020 with no expiration date. Measure O promises some funds will be used for street maintenance. It generates approximately \$22.1 million annually, but there are efforts underway to reduce reliance on this

funding since it expires in 2029. About 48% of Measure O funds are budgeted for street maintenance in 2025. Measure E makes no promises and is not accounted for separately from the general fund. (Ref-04)

Santa Paula has also passed two measures: Measure T, a 1% general sales tax enacted in 2016 that expires in 2036, and Measure R, a 1% general sales tax enacted in 2024 with no expiration date. Each measure is expected to generate approximately \$4.5 million per year. About 26% of Measure T funds are allocated for street maintenance in the latest two-year budget ending in 2025. It is generating more revenue than originally projected, and its advisory committee has directed most of this extra revenue toward street maintenance. Since Measure R was recently passed, it is not included in the 2025 budget. (Ref-06)

Simi Valley has not attempted to pass a local sales tax measure.

Ventura has passed Measure O, a ½% general sales tax implemented in 2016 that will expire in 2041. This measure is expected to generate approximately \$17 million per year. Measure O promises some portion of funds for streets, with nearly 90% budgeted for street maintenance in 2025, representing a substantial increase compared to 2023 and earlier years. The majority of the 2025 Measure O street maintenance budget is earmarked for traffic signal upgrades and sidewalk maintenance. (Ref-10)



No city in this report has attempted to pass a sales tax measure dedicated to street maintenance, likely due to the two-thirds voter requirement. However, the city of El Cerrito demonstrates that it is possible. It passed a ½% sales tax in 2008 and documented an

improvement in PCI from 52 to 85, completing a five-year plan in just three years. Municipal bonds in the form of sales tax revenue bonds were sold to significantly accelerate street maintenance, with the sales tax revenue pledged to pay bond interest and principal over 20 years. This measure has no expiration date and has generated some controversy regarding whether the city is still using the funds for their intended purpose. (Ref-32, Ref-33, Ref-34, Ref-35)

Other Sources

Each city in this report has utilized federal and state grants, employed developer impact fees, and implemented a transient occupancy tax. (Ref-13)

Each city has maintenance assessment districts that serve as a dedicated funding source for street upkeep, yet they provide less than 20% of the funding used for street maintenance. No city has attempted to ask voters to pass a special property tax assessment dedicated to street maintenance, other than community facilities districts that some developers choose for new developments.

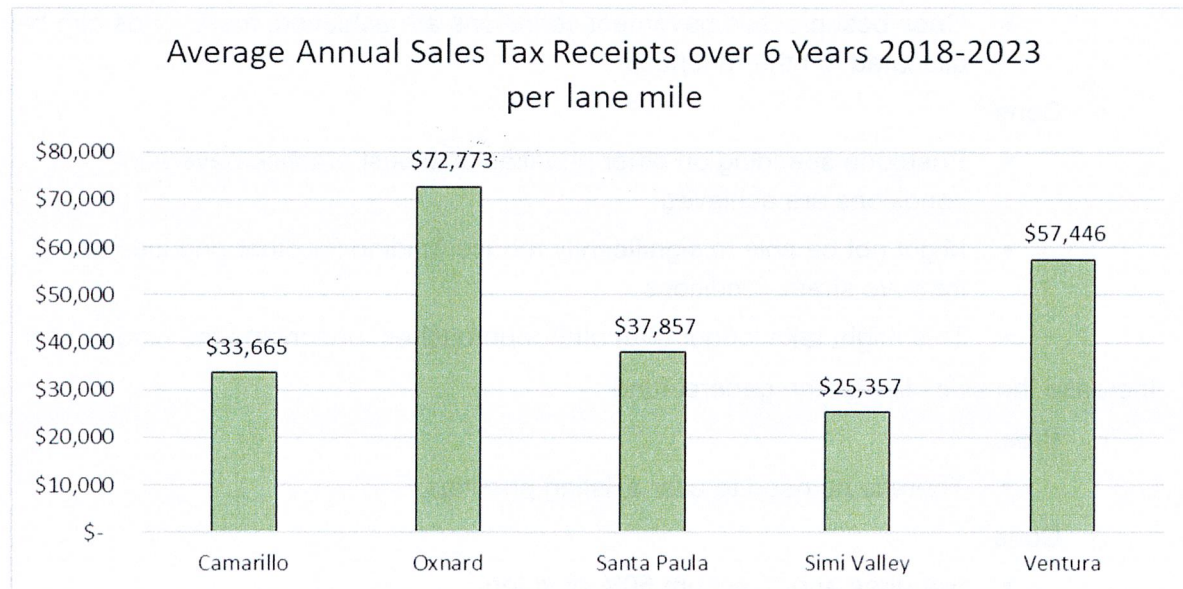
Only Oxnard has utilized municipal bonds for street maintenance. Lease revenue bonds, originating from at least 2003, were refunded for \$21 million in 2014 and use Measure O funds to cover the interest and principal. In 2007, Oxnard issued \$28 million in Certificates of Participation and uses its Gas Tax Fund to cover the interest and principal. It appears the state did not raise objections to this issue in a timely manner, allowing Oxnard to bypass the normally required 2/3 vote. A state audit in 2018 recommended that Oxnard adhere to the rules in the future. (Ref-36)

County-wide, the Ventura County Transportation Commission can provide funds to cities through grants and public transit money. Cities with a population under 100,000 that meet certain public transit requirements can use any extra funds from the commission for street maintenance. A 2016 county-wide effort by the commission to implement a ½% sales tax failed to gain voter approval, denying cities in Ventura County access to matching funds available to those in counties that have passed the ½% sales tax. (Ref-37, Ref-38, Ref-39)

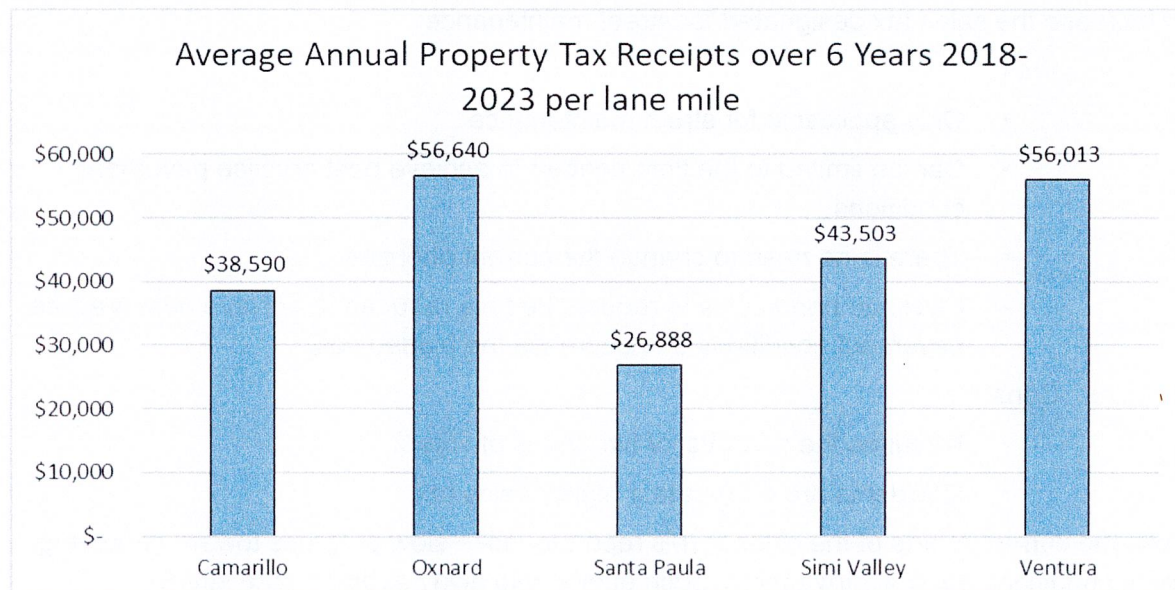
Differing Circumstances

Each city in this report is unique in its ability to fund street maintenance and in the condition of its streets. Oxnard, Santa Paula, and Ventura are older cities with road bases that do not meet current standards, resulting in a higher percentage of streets requiring costly reconstruction. Oxnard faces an additional challenge of replacing aging, under-street cast iron water pipes. Santa Paula has had to contend with sinkholes related to adverse weather. (Ref-01)

Sales tax and property tax generally make up the majority of a city's discretionary funding sources. Camarillo is viewed as having an advantage in sales tax revenue due to its outlet mall. However, this does not appear to be the case when considering sales tax revenue per lane mile. Simi Valley has recognized its lower sales tax revenue compared to other cities. (Ref-01, Ref-13)



Here is how property tax revenue compares per lane mile. Santa Paula has recognized its lower property values compared to other cities. (Ref-01, Ref-13, Att-02)



Choices

The advantages and disadvantages of different funding sources for achieving best practice pavement condition.

- Use existing general fund sources without raising taxes:
 - Pros
 - Does not require voter approval for increased taxes

- Once best practice pavement conditions are achieved, more funds can be allocated to other priorities.
- Cons
 - Postpone spending on other priorities until best practice pavement conditions are achieved
 - Might not be able to significantly reduce funding for other priorities to improve street conditions
 - This might take longer than other approaches, prolonging the hidden cost.
- Increase the sales tax for the general fund:
 - Pros
 - There is no need to alter existing priorities.
 - Cons
 - Requires approval from 50% of voters
 - Residents are subject to a higher sales tax
 - Priorities can change over time.
- Increase the sales tax designated for street maintenance:
 - Pros
 - Only applicable for street maintenance
 - Can be limited to the time needed to achieve best practice pavement conditions
 - There is no need to change the current priorities
 - Facilitate bond sales to reduce the time required to achieve best practice pavement conditions and decrease the hidden cost.
 - Cons
 - Requires the approval of two-thirds of voters
 - Residents are subject to a higher sales tax.

Certainly, the current efforts of the cities in this report to make slow progress toward improving pavement conditions are a worthy option. Such efforts chip away at both future street maintenance needs and the costlier deferred maintenance amounts that have built up little by little over prior decades. However, it doesn't quickly solve the problem of the hidden cost from vehicle wear or reduce residents' complaints about pavement quality. Perhaps it is time to try a different approach.

FINDINGS

- F-01.** The Civil Grand Jury finds that Oxnard does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.
- F-02.** The Civil Grand Jury finds that Santa Paula does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.
- F-03.** The Civil Grand Jury finds that Simi Valley does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.
- F-04.** The Civil Grand Jury finds that Ventura does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.
- F-05.** The Civil Grand Jury finds that Camarillo, with its dedicated and knowledgeable staff, effectively utilizes the funds spent on street maintenance, however, has not set a goal to maintain its streets in a best practice condition.
- F-06.** The Civil Grand Jury finds that Oxnard, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.
- F-07.** The Civil Grand Jury finds that Santa Paula, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.
- F-08.** The Civil Grand Jury finds that Simi Valley, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.
- F-09.** The Civil Grand Jury finds that Ventura, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.

RECOMMENDATIONS

- R-01.** The Civil Grand Jury recommends that Camarillo set a goal to maintain best practice pavement conditions by December 2025. (F-05)
- R-02.** The Civil Grand Jury recommends that Oxnard set a goal to achieve best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-01, F-06)
- R-03.** The Civil Grand Jury recommends that Santa Paula set a goal to reach best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-02, F-07)
- R-04.** The Civil Grand Jury recommends that Simi Valley set a goal to reach best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-03, F-08)
- R-05.** The Civil Grand Jury recommends that Ventura set a goal to reach best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025. (F-04, F-09)

RESPONSES

Responses required from the following governing bodies within 90 days:

Camarillo City Council (F-05, R-01)

Oxnard City Council (F-01, F-06, R-02)

Santa Paula City Council (F-02, F-07, R-03)

Simi Valley City Council (F-03, F-08, R-04)

Ventura City Council (F-04, F-09, R-05)

COMMENDATIONS

The Civil Grand Jury commends Camarillo for maintaining its streets in a best practice condition, which lowers future maintenance costs and the hidden cost from vehicle wear.

The Civil Grand Jury commends Santa Paula for its positive actions in improving street conditions by passing two sales tax measures that prioritize street maintenance.

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ATTACHMENTS

- Att-01.** California State Controller. City Street Revenue. (Ref-12)
Att-02. California State Controller. City Revenue. (Ref-13)
Att-03. Maintenance Alternative A & B Discounted Cash Flow.
Att-04. Discretionary Revenue – General Fund + Sales Tax Measure Funds.

GLOSSARY

<u>TERM</u>	<u>DEFINITION</u>
PCI	Pavement Condition Index. A street condition rating system from 0 (failed) to 100 (excellent),

Attachment-01

California State Controller. City Street Revenue

Colors below correspond to associated bar graph or table colors.

Sum of value	Column Labels								Annual	Per	
Row Labels		2018	2019	2020	2021	2022	2023	Grand Total	Average	Lane Miles	Lane Mile
- Camarillo		25,572,818	30,057,951	16,262,036	17,458,200	16,729,537	18,635,292	124,715,834	20,785,972	470	44,225
- City and Local Revenues		21,850,502	27,238,539	13,405,134	13,908,071	13,546,985	15,034,152	104,983,383	17,497,231	470	37,228
- All Other Sources Discretionary		9,764,211	13,668,551	6,941,351	6,450,316	7,302,190	8,805,816	52,932,435	8,822,073	470	18,770
- All Other Sources Non-Discretionary		9,698,877	11,066,448	3,791,972	5,056,340	3,940,598	4,205,437	37,759,672	6,293,279	470	13,390
- Section 99234, Public Utilities Code		10,235	9,165	9,271	6,443	8,446	11,957	55,517	9,253	470	20
- Section 99400a, Public Utilities Code		2,377,179	2,494,375	2,662,540	2,394,972	2,295,751	2,010,942	14,235,759	2,372,627	470	5,048
+ Federal Revenues		534,000	20,152	21,177	693,890	120,172	204,146	1,593,537	265,590	470	565
+ State Revenues		3,188,316	2,799,260	2,835,725	2,856,239	3,062,380	3,396,994	18,138,914	3,023,152	470	6,432
- Oxnard		19,307,948	24,297,584	39,860,822	24,632,829	23,071,959	43,338,631	174,509,773	29,084,962	1037	28,047
- City and Local Revenues		11,576,702	13,573,366	8,059,218	15,395,862	13,946,027	26,739,717	89,290,892	14,881,815	1037	14,351
- All Other Sources Discretionary		8,211,641	8,067,706	4,407,401	8,097,476	8,855,334	7,116,321	44,755,879	7,459,313	1037	7,193
- All Other Sources Non-Discretionary		3,332,928	5,468,751	3,592,589	7,286,750	5,078,008	18,173,459	42,932,485	7,155,414	1037	6,900
- Section 99234, Public Utilities Code		10,315	14,770	22,722	8,367	9,964	(401,959)	(335,821)	(55,970)	1037	(54)
- Section 99400a, Public Utilities Code		21,818	22,139	36,506	3,269	2,721	1,851,896	1,938,349	323,058	1037	312
+ Federal Revenues		1,397,701	2,407,126	3,404,963	210,483	128,637	5,141,253	12,690,163	2,115,027	1037	2,040
+ State Revenues		6,333,545	8,317,092	28,396,641	9,026,484	8,997,295	11,457,661	72,528,718	12,088,120	1037	11,657
- San Buenaventura		14,604,848	20,629,690	17,184,135	37,224,275	31,697,701	21,704,384	143,045,033	23,840,839	736	32,392
- City and Local Revenues		10,878,681	15,530,035	12,105,069	32,308,437	24,913,333	14,921,673	110,657,228	18,442,871	736	25,058
- All Other Sources Discretionary		6,741,945	7,548,259	6,538,459	6,064,177	7,156,176	9,155,047	43,204,063	7,200,677	736	9,784
- All Other Sources Non-Discretionary		4,072,567	7,913,965	5,506,326	26,196,389	17,694,472	5,395,815	66,779,534	11,129,922	736	15,122
- Section 99234, Public Utilities Code		64,169	67,811	60,284	47,871	62,685	90,469	393,289	65,548	736	89
- Section 99400a, Public Utilities Code							280,342	280,342	46,724	736	63
+ Federal Revenues		69,032	642,294	601,162	476,835	136,129	9,817	1,935,269	322,545	736	438
+ State Revenues		3,657,135	4,457,361	4,477,904	4,439,003	6,648,239	6,772,894	30,452,536	5,075,423	736	6,896
- Santa Paula		5,355,015	2,571,011	4,384,639	4,808,645	3,566,440	5,719,649	26,405,399	4,400,900	180	24,449
- City and Local Revenues		2,072,273	1,057,655	2,266,201	3,557,909	2,132,015	3,960,501	15,046,554	2,507,759	180	13,932
- All Other Sources Discretionary		1,177,607	275,087	1,423,899	2,201,420	1,166,226	1,185,340	7,429,579	1,238,263	180	6,879
- All Other Sources Non-Discretionary		84,747	9,745	167,888	314,297	185,668	135,356	897,701	149,617	180	831
- Section 99234, Public Utilities Code		273,970	10,378	(15,803)	2,664	3,426	1,510,481	1,785,116	297,519	180	1,653
- Section 99400a, Public Utilities Code		535,949	762,445	690,217	1,039,528	776,695	1,129,324	4,934,158	822,360	180	4,569
+ Federal Revenues		2,302,797	77,265		(432)	35,919	114,256	2,529,805	421,634	180	2,342
+ State Revenues		979,945	1,436,091	2,118,438	1,251,168	1,398,506	1,644,892	8,829,040	1,471,507	180	8,175
- Simi Valley		16,825,919	19,468,271	22,504,164	16,778,537	17,486,441	25,769,513	118,832,845	19,805,474	812	24,391
- City and Local Revenues		11,907,459	12,909,939	11,053,123	11,076,200	11,365,833	13,212,009	71,524,563	11,920,761	812	14,681
- All Other Sources Discretionary		10,943,699	11,740,555	10,112,536	10,063,340	10,442,664	12,275,392	65,578,186	10,929,698	812	13,460
- All Other Sources Non-Discretionary		934,734	976,422	906,257	892,705	895,817	896,866	5,502,801	917,134	812	1,129
- Section 99234, Public Utilities Code		29,026	192,962	34,330	120,155	27,352	39,751	443,576	73,929	812	91
+ Federal Revenues		1,634,078	1,375,560	6,306,443	628,791	599,463	1,764,733	12,309,068	2,051,511	812	2,526
+ State Revenues		3,284,382	5,182,772	5,144,598	5,073,546	5,521,145	10,792,771	34,999,214	5,833,202	812	7,184

Sum of value Row Labels	Column Labels	2018	2019	2020	2021	2022	2023	Grand Total	Annual Average	Lane Miles	Per Lane Mile
- City and Local Revenues		4099398375	4356979252	4528446482	4207745903	4626112525	5064857415	26883539952	4480589992	193391	23169
All Other Sources Discretionary		1706743825	1678387504	1788094465	1473210203	1717560729	1858191706	10222188432	1703698072	193391	8810
All Other Sources Non-Discretionary		2297133884	2594158772	2649626770	2639774317	2807446934	3090411089	16078551766	2679758628	193391	13857
County Road Fund Contributions		4998863	1961188	3405025	3215591	2550948	160745	16292360	2715393	193391	14
Section 99234, Public Utilities Code		18297396	11675982	18180284	12725465	15602189	17570241	94051557	15675260	193391	81
Section 99400a, Public Utilities Code		72224407	70795806	69139938	78820327	82951725	98523634	472455837	78742640	193391	407
+ Federal Revenues		561636940	514438808	522176533	509812552	432578755	402299588	2942943176	490490529	193391	2536
+ State Revenues		1096722921	1537305938	1677433659	1698899537	1688870858	1844373669	9543606582	1590601097	193391	8225

Attachment-02

California State Controller. City Revenue.

Colors below correspond to associated bar graph or table colors.

Sum of value	Column Labels							Annual	Lane Miles	Per
Row Labels	2018	2019	2020	2021	2022	2023	Grand Total	Average		Lane Mile
Camalillo	46172051	50916841	47681422	46885338	48129731	58190313	297975696	49,662,616	470	105,665
Fines and Forfeitures and Revenue from Use of Money and Property	1374527	4034813	3265769		8675109		1,445,852	470		3,076
Fines, Forfeitures, Penalties, and Revenue from Use of Money and Property				1723957	-2540881	3341855	2524931	420,822	470	895
Licenses and Permits	2110041	1459176	1130799	1440413	1477050	1278609	8896088	1,482,681	470	3,155
Miscellaneous Revenues	3232682	3702021	1599119	499646	813387	2306874	12153729	2,025,622	470	4,310
Taxes	39454801	41720831	41685735	43221322	48380175	51262975	265725839	44,287,640	470	94,229
Taxes	39454801	41720831	41685735	43221322	48380175	51262975	265725839	44,287,640	470	94,229
Functional Revenues	2357797	2391084	2598798	2401402	2359308	1966768	14075157	2,345,860	470	4,991
Transportation Taxes àC" Nontransit_Functional Revenues	2357797	2391084	2598798	2401402	2359308	1966768	14075157	2,345,860	470	4,991
General Revenues	37097004	39329747	39086937	40819920	46020867	49296207	251650682	41,941,780	470	89,238
Business License Taxes_General Revenues	1387616	1409557	1372952	1438552	1474693	1619684	8703054	1,450,509	470	3,086
Franchises_General Revenues	2778808	2888269	2944821	2995923	3138244	3176049	17922114	2,987,019	470	6,355
Other Property Taxes_General Revenues	67219					3414045	3481264	580,211	470	1,234
Pass-through Property Taxes (ABX1 26)_General Revenues		149305	178228				327533	54,589	470	116
Property Tax In-Lieu of Vehicle License Fees_General Revenues	6134455	6416377	6751459	7006474	7288383	7922423	41519571	6,919,929	470	14,723
Property Taxes àC" Prior_General Revenues	15472						15472	2,579	470	5
Real Property Transfer Taxes_General Revenues	538100	518826	597215	947357	951392	527572	4080462	680,077	470	1,447
Residual Property Taxes (ABX1 26)_General Revenues					337725	482903	820628	136,771	470	291
Sales and Use Taxes_General Revenues	13980438	15283516	13331297	14841167	18245729	19252211	94934358	15,822,393	470	33,665
Secured and Unsecured Property Taxes_General Revenues	9408645	9650052	11495684	10961357	11211232	9363669	62090639	10,348,440	470	22,018
Supplemental Roll Secured and Unsecured Property Taxes_General Revenues	276224	358281	188280	479413	200499	231613	1734310	289,022	470	615
Transient Occupancy Taxes_General Revenues	2510027	2655564	2227001	2149677	3172970	3306038	16021277	2,670,213	470	5,681
Oxnard	142751394	164679693	149214997	179047369	216996553	242118439	1094808445	182,468,074	1037	175,958
Fines and Forfeitures and Revenue from Use of Money and Property	4484291	8726902	6431028				19642221	3,273,704	1037	3,157
Fines, Forfeitures, Penalties, and Revenue from Use of Money and Property				2892770	3682664	5078905	11654339	1,942,390	1037	1,873
Licenses and Permits	3306324	4057972	3852280	5019520	3702771	4764488	24703355	4,117,226	1037	3,970
Miscellaneous Revenues	8312371	16931835	5615546	6580337	-3991686	6627377	40075780	6,679,297	1037	6,441
Taxes	126648408	134962984	133316143	164554742	213602804	225647669	998732750	166,455,458	1037	160,516
Taxes	112894704	119775253	118954420	134592062	137682296	149775869	773674604	128,945,767	1037	124,345
Functional Revenues	13903522	13763857	14259379	17649565	15339032	16883182	91898537	15,316,423	1037	14,770
Residual Property Taxes (ABX1 26)_Functional Revenues				2442670			2442670	407,112	1037	393
Transportation Taxes àC" Nontransit_Functional Revenues						434032	434032	72,339	1037	70
Voter-Approved Indebtedness Property Taxes_Functional Revenues	13903522	13763857	14259379	17649565	15339032	16883182	91898537	15,316,423	1037	14,770
General Revenues	98991182	106011396	104695041	114499827	122343264	132358655	678899365	113,149,894	1037	109,113
Business License Taxes_General Revenues	5570488	6167475	6070760	5964716	6537611	6719802	37047152	6,174,525	1037	5,954
Franchises_General Revenues	3925374	3887252	3972958	4287254	4557215	5407475	26037528	4,339,588	1037	4,185
Property Tax In-Lieu of Vehicle License Fees_General Revenues	18140863	18986135	19841762	20644997	21620613	23339641	122574011	20,429,002	1037	19,700
Property Taxes àC" Prior_General Revenues	338022	202284	5722	34389	54607		635024	105,837	1037	102
Real Property Transfer Taxes_General Revenues	818322	692685	673842	910894	978170	679570	4753523	792,254	1037	764
Sales and Use Taxes_General Revenues	29665172	33330919	31958692	37960703	42163000	52662031	227740517	37,956,753	1037	36,602
Secured and Unsecured Property Taxes_General Revenues	34114311	36601012	37433282	39768191	40528953	37527855	229973404	37,662,234	1037	36,318
Supplemental Roll Secured and Unsecured Property Taxes_General Revenues	669058	586164	419232	661180	785866	751353	3872853	645,476	1037	622
Transient Occupancy Taxes_General Revenues	5749572	5557470	4302491	4267463	5117229	5271128	30265353	5,044,226	1037	4,864
Taxes àC" Other	13753704	15187731	14361723	29962680	75871800	225058146	37,509,691	37,509,691	1037	36,171
General Revenues	13753704	15187731	14361723	29962680	75871800	225058146	37,509,691	37,509,691	1037	36,171
Other Taxes àC" Other (Specify)_General Revenues	13753704	15187731	14361723	29962680	75871800	225058146	37,509,691	37,509,691	1037	36,171
San Buenaventura	111899609	119326435	121245801	125031117	127619759	139244749	744367470	124,061,245	736	168,561
Fines and Forfeitures and Revenue from Use of Money and Property	5738247	7430237	6058509				19226993	3,204,499	736	4,354
Fines, Forfeitures, Penalties, and Revenue from Use of Money and Property				3909400	-8587	5822752	9723565	1,620,594	736	2,202
Licenses and Permits	4328592	5643707	3951585	4151162	4571157	4804956	27451159	4,575,193	736	6,216
Miscellaneous Revenues	5203895	6560864	9679484	10423939	4011075	4764712	40643969	6,773,995	736	9,204
Taxes	96628875	99691627	101556223	106546616	119046114	123852329	647321784	107,886,964	736	146,586
Taxes	94561498	97624823	100128732	106471479	118166589	105745065	622698186	103,783,031	736	141,010
Functional Revenues		264165	277978	251454	278264		1071861	178,644	736	243
Transportation Taxes àC" Nontransit_Functional Revenues		264165	277978	251454	278264		1071861	178,644	736	243
General Revenues	94561498	97624823	99864567	106193501	117915135	105466801	621626325	103,604,388	736	140,767
Business License Taxes_General Revenues	1790588	1893877	2278532	1669120	1864627	2150305	11647049	1,941,175	736	2,637
Franchises_General Revenues	4817978	4855151	4927968	5092727	5568982	6218874	31481680	5,246,947	736	7,129
Interest, Penalties, and Delinquent Taxes_General Revenues	58725	52127	46969	54023	74471	64172	350487	58,415	736	79
Property Tax In-Lieu of Vehicle License Fees_General Revenues	9993813	10419417	11059073	11641494	12101539	13007445	68222781	11,370,464	736	15,449
Property Taxes àC" Prior_General Revenues		530					530	88	736	-
Real Property Transfer Taxes_General Revenues	589899	602601	540230	864871	833743	577396	4008740	668,123	736	908
Sales and Use Taxes_General Revenues	36612173	38941358	39307100	43140072	48064817	30508689	236574209	39,429,035	736	53,572
Secured and Unsecured Property Taxes_General Revenues	25332826	26545851	28167061	30409695	31613940	33783365	175852738	29,308,790	736	39,822
Supplemental Roll Secured and Unsecured Property Taxes_General Revenues	503236	493608	478969	480801	717070	674575	3275489	545,915	736	742
Transient Occupancy Taxes_General Revenues	6675807	6201655	5361114	5021768	8343067	8461827	40065238	6,677,540	736	9,073
Utility Users Taxes_General Revenues	1816453	7618648	7697551	7891700	8732879	10020153	50147384	8,357,897	736	11,356
Taxes àC" Other	2067377	2066804	1427491	75137	879525	18107264	24623598	4,103,933	736	5,576
Functional Revenues	2067377	2066804	1427491	75137	879525	999275	7515609	1,252,602	736	1,702
Other Taxes àC" Other (Specify)_Functional Revenues	2067377	2066804	1427491	75137	879525	999275	7515609	1,252,602	736	1,702
General Revenues						17107989	17107989	2,851,332	736	3,874
Other Taxes àC" Other (Specify)_General Revenues						17107989	17107989	2,851,332	736	3,874

Attachment-02 - continued

Sum of value	Column Labels						Annual	Per
Row Labels	2018	2019	2020	2021	2022	2023 Grand Total	Average	Lane Miles
- Santa Paula	15212076	12553079	14272650	18539528	20586009	20637327	101800669	16,966,778
- Fines and Forfeitures and Revenue from Use of Money and Property	462901	617448	571824	1652173			275,362	180
- Fines, Forfeitures, Penalties, and Revenue from Use of Money and Property				432312	544761	1471472	2448545	180
- Licenses and Permits	428906	886235	1154192	1870858	1511780	474787	6326758	1,054,460
- Miscellaneous Revenues	743310	96150	1755086	2755378	3745819	4016130	13111873	2,185,312
- Taxes	13576959	10953246	10791548	13480980	14783649	14674938	78261320	13,043,553
- Taxes	13576959	10953246	10791548	13480980	14783649	14674938	78261320	13,043,553
- General Revenues	13576959	10953246	10791548	13480980	14783649	14674938	78261320	13,043,553
- Business License Taxes_General Revenues	126403	119324	127230	127145	161422	150884	812408	135,401
- Construction Development Taxes_General Revenues	10610	10160	10458	10719	4647	10611	57205	9,534
- Franchises_General Revenues	889380	788990	725157	812000	891133	1159604	5266264	877,711
- Other Property Taxes_General Revenues	62442	57109	74602	33999	78995	62382	369529	61,588
- Property Tax In-Lieu of Vehicle License Fees_General Revenues	2690744	2829536	2961295	3160485	3400543	3783163	18825766	3,137,628
- Property Taxes &c" Prior_General Revenues	15222			15222			2,537	180
- Real Property Transfer Taxes_General Revenues	70097	78566	127129	192656	237457	119585	825490	137,582
- Residual Property Taxes (ABX1 26)_General Revenues	238097	44415	130530	122261	133915		669218	111,536
- Sales and Use Taxes_General Revenues	5939539	6145940	5853239	6912273	7893049	8141512	40885552	6,814,259
- Secured and Unsecured Property Taxes_General Revenues	3263943	701743	645695	1982554	1821178	1107704	9522817	1,587,136
- Supplemental Roll Secured and Unsecured Property Taxes_General Revenues	150954	74443	36483	42571	17212		321663	53,611
- Transient Occupancy Taxes_General Revenues	119528	103020	99730	84317	144098	139493	690186	115,031
- Simi Valley	72742485	79545339	79724736	83728926	88392554	94478149	498612189	83,102,032
- Fines and Forfeitures and Revenue from Use of Money and Property	2690306	4081234	3300722	2179777	884577	4516211	7580565	1,263,428
- Fines, Forfeitures, Penalties, and Revenue from Use of Money and Property				2179777	884577	4516211	7580565	1,263,428
- Licenses and Permits	2491465	2618558	2703377	3829208	5116843	3606782	20366233	3,394,372
- Miscellaneous Revenues	3686515	4950921	2893464	3228428	3359988	2951551	21070867	3,511,811
- Taxes	63874199	67894626	70827173	74491513	79031146	83403605	439522262	73,253,710
- Taxes	63874199	67894626	70827173	74491513	79031146	83403605	439522262	73,253,710
- Functional Revenues	4586327	5034239	4219275	5283567	5180307	6204920	30508635	5,084,773
- Construction Development Taxes_Functional Revenues	264252	384197	147659	889479	956590	128885	2771062	461,844
- Transportation Taxes &c" Nontransit_Functional Revenues	4322075	4650042	4071616	4394088	4223717	6076035	27737573	4,622,929
- General Revenues	59287872	62860387	66607898	69207946	73850839	77198685	409013627	68,168,938
- Business License Taxes_General Revenues	1967065	2106344	2112049	2241422	2343050	2436816	13206746	2,201,124
- Franchises_General Revenues	4551610	5262864	5150817	5466422	5677300	6364203	32473216	5,412,203
- Interest, Penalties, and Delinquent Taxes_General Revenues	39746	52478	73130	39461	4075	44094	252984	42,164
- Other Property Taxes_General Revenues		23970	14028				37998	6,333
- Property Tax In-Lieu of Vehicle License Fees_General Revenues	11691521	12204301	12732002	13256005	13772734	14869604	78526167	13,087,695
- Property Taxes &c" Prior_General Revenues	15566			15566			2,594	180
- Real Property Transfer Taxes_General Revenues	779098	779962	716882	1082653	1283133	723140	5364868	894,145
- Residual Property Taxes (ABX1 26)_General Revenues	1504304	1549715	1411927	1921038	2091347	2714963	11193294	1,865,549
- Sales and Use Taxes_General Revenues	17857830	18961367	18319232	21372380	23631522	23398289	123540620	20,590,103
- Secured and Unsecured Property Taxes_General Revenues	18563204	19455442	24127586	22079108	22556746	24195767	130977853	21,829,642
- Supplemental Roll Secured and Unsecured Property Taxes_General Revenues	393460	394191	378005	414051	464537	359817	2404061	400,677
- Transient Occupancy Taxes_General Revenues	1924468	2069753	1572240	1335406	2026385	2091992	11020254	1,836,709

Attachment-03

Maintenance Alternative A & B Discounted Cash Flow

Discount Rate	4%	
Present Value	(\$25.90)	(\$18.25)
Year	A	B
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	(\$7.00)
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	-	(\$7.00)
13	-	-
14	-	-
15	-	-
16	-	-
17	-	-
18	-	(\$7.00)
19	-	-
20	-	-
21	-	-
22	-	-
23	-	-
24	-	(\$7.00)
25	-	-
26	-	-
27	-	-
28	-	-
29	-	-
30	(\$84.00)	(\$7.00)

Attachment-04

Discretionary Revenue – General Fund + Sales Tax Measure Funds

General Fund Revenue including Sales Tax Measure Funds							
City	2018	2019	2020	2021	2022	2023	Average
Camarillo	\$40,323,798	\$44,979,468	\$43,120,245	\$44,336,443	\$49,222,075	\$57,483,911	\$46,577,657
Oxnard	\$142,467,538	\$159,475,918	\$155,188,643	\$177,690,368	\$220,742,082	\$240,538,773	\$182,683,887
Santa Paula	\$18,190,147	\$15,500,329	\$16,263,030	\$16,867,158	\$17,930,576	\$17,675,947	\$17,071,198
Simi Valley	\$65,302,859	\$71,254,132	\$73,835,043	\$85,711,653	\$88,752,789	\$85,511,711	\$78,394,698
Ventura	\$128,230,564	\$132,118,277	\$138,291,982	\$154,982,894	\$154,668,659	\$154,433,049	\$143,787,571

References for the table above in the order of first across, then down.

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Response to 2024-2025 Ventura County Grand Jury Report

Report Title: Prioritizing Best Practice Street Maintenance

Report Date: July 15, 2025

Report Entity: City of Oxnard

Response by: Luis A. Mc Arthur
Michael Wolfe, PE

Title: Mayor
Title: Director of Public Works

FINDINGS/CONCLUSIONS

- **Finding F-01.** *The Civil Grand Jury finds that Oxnard does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear.*

Response: The City of Oxnard ("City") **disagrees wholly** with this finding. The City agrees with the logic that preventative maintenance for roadways is less expensive than corrective maintenance, as noted in the 2024-2025 Ventura County Civil Grand Jury Prioritizing Best Practice Street Maintenance report ("Report"). However, the statement that only an overall Pavement Condition Index (PCI) above 80 represents an agency that has best management practices in place is not only a gross misinterpretation of what a PCI generally represents, it is also not based on sound engineering logic nor the specifics of any agency's actual street data.

Reference 14 (Ref 14 - SaveCaliforniaStreets) is used in the Report and seems to be the key theme of the Report. In this reference, there is this excerpt:

*"To use taxpayer money wisely, it makes more sense to preserve and maintain roads in **good condition** [emphasis added] than to wait and repair or replace them when they deteriorate or fail. The estimated costs reported in this study are based on improving roadway pavement condition to meet best management practices (BMPs). At BMP conditions, preventative maintenance treatments (i.e. **slurry seals, chip seals, thin overlays**) [emphasis added] are most cost-effective."*

The City agrees with the logic behind this themed statement. In fact, it is consistent with the City's recent update of the Citywide Pavement Management Program Oxnard Public Works staff gave to the City Council on April 2, 2024. A copy of the relevant staff report is attached for reference. The staff report outlines the City's plan to achieve best practice pavement management; however, it is not just based upon a broad-brush PCI number, such as "above 80". Indeed, street PCIs over 70 are considered "good to excellent" per the SaveCaliforniaStreets website.

Licensed professional civil engineers who have designed and constructed pavement projects know that preventive maintenance treatments, such as slurry seals, chip/cape

seals, and thin overlays can be used on street segments with PCIs less than 80, given the correct assessment of specific distresses in the asphalt pavement, evaluation of core samples, and years of engineering experience. In fact, if you look at the key statement above from the Report's Reference 14, the bolded text (bolded by the City for emphasis) includes examples of preventive maintenance treatments that are cost-effective. However, the Report incorrectly implies that those treatments are only available for streets with PCIs above 80. The actual default break points in the StreetSaver program have light maintenance work going down to a PCI level of 70. In StreetSaver, the defined light maintenance work includes: slurry seal, micro-surface, fog seal, and/or scrub seal. This all means that it is not accurate to assume light maintenance only applies to street segments above 80 PCI.

It is also incorrect to assume that asphalt streets can continue to receive preventative maintenance only and exist for the life of a City. The Report accurately provides an analysis showing the cost comparison of preventative maintenance versus corrective maintenance over a 30-year period. However, page 3 of the Report states, "*In other words, perform less costly preventative maintenance more often so that more costly maintenance or reconstruction is **not needed** (emphasis added).*" To assume that a street segment would never need corrective maintenance is incorrect. And, for a city like Oxnard, which is over 120 years old, this 30-year narrow view provides the narrative that the Report wants to give, but limits the actual understanding of how a City has to function for over a century.

Building on the above, the report makes reference (Figure 2 and its adjoining paragraph) to the concept of *perpetual pavements* that allow for a BMP state; at first glance this makes sense, but a closer look is in order here. Per FHWA (for example, publication FHWA-HIF-19-080): "[these pavements] are **designed with a bottom-up approach** (emphasis added), focusing on fatigue resistance in the lower layers and rut resistance in the surface layers." Similarly, from the National Asphalt Paving Association (NAPA): "A *Perpetual Asphalt Pavement, properly designed and constructed* (emphasis added), lasts longer than 50 years without requiring major structural rehabilitation or reconstruction, and needs only periodic surface renewal in response to distresses confined to the top of the pavement (Newcomb, 2002)". Therefore, it is important here to acknowledge the key concept that perpetual pavements are **designed** (emphasis added) from the outset to be managed as perpetual pavements; a pre-existing and/or new pavement not intentionally designed to be a perpetual pavement cannot be expected to perform as such. Generalizing and assuming that any pavement section can be managed as a perpetual pavement is false, in that it does not take into account pre-existing design, roadway base and subbase conditions, ground water levels, and cracking/degradation beyond roadway surface distresses. With this in mind, ideal perpetual pavement BMPs likely are not possible with, or applicable to, older, pre-existing roadways, or those not designed from the bottom up to be built and managed as perpetual pavements. For Oxnard, due to pre-existing below-surface conditions, a BMP state likely is not achievable without the full reconstruction of streets and replacing them with specifically designed perpetual

pavements. The vast cost for the complete reconstruction of all of Oxnard's streets is unrealistically prohibitive, as well as unnecessary per the pavement management reasoning explained earlier in this response.

The City objects to the use of the term "hidden tax" in the Report and the calculation to "hidden costs". Car ownership is a choice and to consider any costs associated with a choice a tax is a misleading statement. There are many examples of highly functioning residents in Oxnard, and Ventura County who do not own or use a car.

The information from TRIP that is being referenced in the Report (Ref 18) to produce the "hidden cost" is being misused. The statement is that driving on "deteriorated roads" costs motorists money. There is no quantification of what "deteriorated roads" mean and the Report incorrectly makes a giant leap in stating that a 2022 statewide PCI of 65 should be the basis for this calculation. At best, the TRIP "fact" (assuming it is a fact), says "poor or mediocre" roads. While PCI categories do have a "poor" designation, there is no "mediocre" designation. Assuming that would be the next level up from "poor", it would be the "fair" category in a traditional PCI scale. Only 47.9% of Oxnard's arterial, collector, and residential streets fall into these two (i.e. "Poor" and "Fair") categories or lower. The remaining residential, collector, and arterial streets in Oxnard are above those categories and should be excluded from the calculation. As such, if we did agree with the Report's hidden cost calculation, it would have to be reduced by 52.1%.

Additionally, the TRIP "fact" (assuming it is a fact") indicates a cost per driver. However, the table on page 9 of the Report assumes the entire population of Oxnard drives a car. This is obviously not correct.

- There are 3.5 persons per household in Oxnard and the average is 2 cars per household (Reference A: [Oxnard data](#)). Multiplying the number of dwelling units in Oxnard, which is 55,777 (Reference B: [Oxnard data](#)), by the average number of cars per household results in roughly 111,554 cars.
- From the City's most recent Vehicle Miles Traveled (VMT) analysis, the total VMT per service population in Oxnard is 20.4 miles in 2024. The Report's assumption that the average Californian drives 35 miles grossly over exaggerates that for Oxnard residents.
- The street classifications where the majority of the daily commute and weekend leisure travel occurs in the City is on the arterial, collector, and residential streets. The most recent finalized PCI for these three street categories in Oxnard is 69.6.

If the City actually agreed with the hidden cost ("tax") concept, which it does not, it should be around \$6.3 million using the accurate information presented above.

The City finds the Report to be very misleading by trying to make a comparison across different agencies in the County of Ventura without taking into account all of the different factors that impact the cost of pavement work, and the many factors that have a combined

effect on an agency's PCI. The Report makes reference to "Differing Circumstances" on page 13, but does not provide sufficient detail to allow a reader to understand the importance of the circumstances. Some of the factors that impact the cost of paving work and an agency's PCI are: (1) the age of the city, (2) the makeup of the traffic in the city, (3) the population density of a city, and (4) engineering factors.

The age of a city and how long ago streets were designed and constructed has a heavy influence on the amount and cost of pavement repairs, which eventually impacts a city's PCI. The Report ignores these factors. Older cities, which have to maintain roadways that were designed and constructed under decades-old outdated inferior engineering standards, are at a disadvantage to cities that have newer streets with better structural pavement sections. The City of Oxnard was incorporated in 1903, while the City of Camarillo was incorporated in 1964.

The make-up of traffic (e.g. volume of cars, semi-trucks, and buses) and the density of the population also have a significant impact on the amount and cost of pavement repairs, which eventually impacts a city's PCI. The Report ignores these factors. The goods that come through the Port of Hueneme utilize, to a large extent, portions of the City of Oxnard's designated truck routes. This factor, along with the high concentration of commercial and industrial businesses in Oxnard, mean a significantly higher amount of semi-truck traffic occurs in Oxnard than in "bedroom communities". Furthermore, information from Gold Coast Transit District indicates that there are 14 fixed routes in Oxnard compared to 2 fixed routes in Camarillo. The amount of bus traffic, which involves a very heavy vehicle traversing the City of Oxnard's streets multiple times a day, impacting its pavement to a higher degree than a much lighter personal vehicle, is significantly higher than "bedroom communities". Lastly, engineering factors such as soil type and groundwater table elevations also impact the cost of paving projects, which are not accounted for in the Report.

The City is unable to recreate the financial figures used in the Report for the City of Oxnard. Since Fiscal Year (FY) 2021/22 through FY 2025/26, the City has budgeted **\$96.6 million** on street paving capital improvement program (CIP) projects and has budgeted **\$27.5 million** for its Streets Maintenance operating budget.

- **Finding F-06.** *The Civil Grand Jury finds that Oxnard, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance.*

Response: The City **agrees** with this finding.

- **Recommendation R-02.** *The Civil Grand Jury recommends that Oxnard set a goal to achieve best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025*

Response:

From the City's August 2018 Pavement Management Report to its most recent finalized report dated February 2024, the City's overall PCI has increased from 63 to 67. The goal of Oxnard's Pavement Management Program has already been established and was re-emphasized to the City Council on April 2, 2024. The goal, which has **been implemented**, is to reach the pavement condition category of "Good" (at least a PCI of 70 for **best management practice**) for all street segments in Oxnard, allowing for a future goal of a 75% preventative maintenance and 25% corrective maintenance ratio for all capital improvement projects related to street paving. Without a major downward shift in the economic trend of the City, the goal to reach an overall PCI category of "Good" is on track to be achieved within a 10-year period. The April 2024 staff report is attached for reference. Please note that the City's goal (i.e. to reach the pavement condition category of "Good") is the same as the Report's Ref 14 (Save California Streets), *"To use taxpayer money wisely, it makes more sense to preserve and maintain roads in **good condition** [emphasis added] than to wait and repair or replace them when they deteriorate or fail."*

Aside from the fact that the City has already set such a goal *and* a corresponding plan to achieve it, it is by no means the City's only, or most urgent goal. The City Council has the responsibility to weigh and balance the vast needs and wants among the entire population, ranging from police services, fire protection, public works, parks, libraries, youth and senior programs, as well as responding to the statewide housing and homeless crisis, and to prioritize all of those alongside funding for street paving capital projects. The voters of Oxnard have elected seven members to represent them in making such decisions.

In conclusion, the City is appreciative of the opportunity to provide a response to the Report. However, the City would like to point out a large data gap in the Report due to the fact that the County of Ventura, which has over 542 centerline miles to maintain (compared to 453 centerline miles in the City of Oxnard), is projected to receive receive \$37.5 million in Gas Tax in FY 24/25 (3.4 times more than the City of Oxnard), and has a reported PCI of 75 in October 2024 is not included in this analysis. If it is the intent of the Grand Jury to provide an analysis across different agencies in the County with varying degrees of funding sources, volumes of centerline miles, and ranges of Pavement Condition Indexes, it seems odd to leave out the largest agency in the County. Perhaps the Grand Jury could provide an explanation for this glaring omission.



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.2

DATE: April 2, 2024

TO: City Council

FROM: Michael Wolfe, Public Works Director, (805) 385-8055, michael.wolfe@oxnard.org

SUBJECT: Citywide Pavement Management Program Overview. (20 minutes)

RECOMMENDATION

That the City Council receive and file a report on the Citywide Pavement Management Program Overview.

(Public Works & Transportation Committee approved 3-0 on March 12, 2024.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/gJqiE9RCOlq>

BACKGROUND

Oxnard's streets and alleyways are among its most valuable assets, with a present replacement value of approximately \$988.9M. Because of this high value, combined with the need to address continuous pavement wear and degradation, it is imperative to perform corrective and preventive maintenance via a strategic multi-year, multi-phase plan. This plan is implemented through individual construction projects utilizing a "toolbox" of paving methods. Such treatments generally include removal and replacement (R&R), cold milling with asphalt concrete (A/C) overlays, portland cement concrete (PCC) patching and reconstruction, and sealing (crack, slurry, cape, and micro-surfacing). Seals are typically seen as preventive maintenance (also commonly termed pavement preservation) techniques, as they do not add structural capacity to the existing pavement.

The City currently owns and maintains approximately 440.5 total centerline miles across all functional street classifications, as follows:

- Arterial and Collector – 128.6 centerline miles
- Residential – 246.8 lane miles centerline miles
- Alley – 65.1 centerline miles

This equates to a total of 95,450,658 square feet of pavement in the City's network, as calculated by the City's pavement management software, StreetSaver. This application, sourced from and managed by the Metropolitan Transportation Commission (MTC), is a planning tool used to monitor, analyze, and forecast Oxnard's overall Pavement Management Program (PMP) and is critical to establishing a proper, phased multi-year paving cycle. Projections and computations regarding change in pavement condition versus annual funding investment are typically made over a 10-year span; for budget planning and capital project programming purposes, staff develops a phased paving project plan based on a rolling 5-year horizon, termed the Citywide Pavement Management Program.

It should be noted that the current lawsuit against the City filed by Aaron Starr and his political corporation "Moving Oxnard Forward" precludes the use of lease revenue bonds for funding pavement projects. Such bonding, commonly used for high-cost projects like street paving, is a financing mechanism traditionally used by all American cities, counties,

and states, that provide for funding consistency and predictability necessary for the development of a strategic, multi-year paving program. A funding source like this allows for both corrective and preventive paving work to be planned and executed predictably, with the goal of stretching the limited available funding as far as possible.

DISCUSSION

The key pavement health metric used by Oxnard is the Pavement Condition Index (PCI), which provides a snapshot of the pavement health of a road through a surface condition-based visual analysis algorithm. It is reported on a scale of 0 to 100 (0 being worst, 100 best). Oxnard's PCI assessments are made yearly by a contracted pavement engineering consultant. According to the most recent PMP report (utilizing inspections from 2023), the average PCI of the City's entire road network is 67; broken into roadway functional classifications, this equates to PCIs of 73 for Arterials, 69 for Collectors, 68 for Residential, and 29 for Alleys.

The Citywide Pavement Management Program is a planning and project programming roadmap for Oxnard's paving needs over a rolling multi-year horizon, and is further broken down into project phases. Each phase is a collection of street locations that is determined by prioritization (explained below), anticipated budget, grouping of locations for construction efficiency, and other technical factors. The phases are implemented mainly through three discrete projects within the present Capital Improvement Program (CIP). Projects are separated into alleys, residential streets, and arterial streets as discussed in more detail below.

Planning over a multi-year horizon is critical for budgeting resources – both staff and financial. Adopting a capital pavement program allows Engineering staff to schedule projects according to anticipated revenues and staff workload capacity. This also makes the Council's priorities clear to staff as grant opportunities arise that may be applicable to the planned projects.

Being a multi-year funding roadmap, there is flexibility such that new projects or street segments could be added as unforeseen year-to-year circumstances arise such as funding amounts, materials costs, accelerated pavement degradation, etc.

Prioritization

Since there are more needs than funding or staff resources to meet those needs, projects must be prioritized. A further consideration for prioritization is moving the overall pavement condition forward toward "good" (generally considered a PCI value of at least 70) and, once there, maintaining at least that level over time. City staff has developed a methodology for prioritizing and programming paving projects to meet these constraints. Generally, projects are divided into three subcategories, namely residential streets, arterial streets, and alleyways; these generally correspond with the three named paving projects in the CIP. Each subcategory has somewhat different prioritization parameters, as follows:

Project priorities for **residential streets** are determined by:

The average PCI and the number of lane miles are calculated for each neighborhood (Only for poor-condition streets, i.e. PCI<55). High priority is given to neighborhoods with low average Pavement Condition Index (PCI), a high number of lane miles, and a high concentration of pothole repair work.

Project priorities for **arterial** streets are determined by,

Average PCI and Average Daily Traffic (ADT), representing the number of vehicles using the street each day are calculated for each arterial project. High priority is given to arterial streets with low PCI, high ADT, and high number of pothole repairs.

Project priorities for **alleys** are determined by:

Low PCI, high population density, schools, parks, businesses, and the number of potholes repaired.

A high priority is given to alleys with low PCI, high pothole repair count, high population density, and close proximity to schools, parks, and businesses.

A special case exists for the above prioritization system, namely locations where there are aging, buried cast iron pipes that are historically troublesome and prone to failure. These tend to be located in alleyways, and in these places the pipe ideally should be removed and replaced before the paving work occurs. For the present multi-phase paving plan, a number of the project locations (see attachments) for the first two phases recommend the replacement of cast iron pipe ahead of the paving work. To accomplish this, funding will need to be identified and programmed separately for the CIP project titled “Water Distribution: Neighborhood Street Cast Iron Pipe Replacement”.

A high degree of weight will be placed on locations requiring a significant amount of pothole repair work. The City’s pothole repair team is the same staff that does sidewalk repair, curb/gutter repair, street sign maintenance and repair, street striping, right-of-way clean-up, etc. Pothole repair work is temporary, costly, and requires dedicated resources (i.e. staffing and equipment) for little long-term benefit. As such, the more street segments with a high pothole repair need that can be addressed with long-term corrective/preventive paving work, the better the Public Works team can leverage its limited resources. As mentioned above, there are a range of pavement treatments available, and a “mix of fixes” is usually the ideal way to proceed with a given year’s paving project. Staff has determined that, for this present multi-phase plan, the most effective paving budget split will be approximately 80% for rehabilitation (A/C mill-and-overlays, PCC concrete) and 20% for preventive maintenance (also called pavement preservation, such as slurry seals, cape seals, and micro-surfacing). Over time, as the City’s overall PCI goes up, this split will change to reflect less of a “worst first” approach that prioritizes rehabilitation, to one of “keeping good pavements good” that emphasizes maintenance and preservation.

The concept of “mix of fixes” is important to elaborate on since at first glance it may seem counter-intuitive. It is easy to think that the best way to address paving work is to fix the worst street segments (that is, streets with the lowest PCI) first. However, that approach is flawed for two general reasons. First, the degradation of asphalt concrete is not linear. As PCI scores approach around 70-65 or less, asphalt concrete degrades exponentially. Second, the cost to do corrective work such as R&R and mill-and-overlay (generally used when the PCI is less than 65-70) is 6-10 times more than the cost to do preventive/preservation work such as seals and microsurfacing (normally used where the PCI is greater than 70). Said another way, if the worst streets are the only ones done in each phase, then the streets with higher PCIs will continue to degrade untreated down past a PCI of 70, and cost 6-10 times more to fix in the future. Therefore, it’s imperative to maximize the use of pavement preservation techniques in every phase; this approach results in the least-cost per square foot, and stretches the limited amount of funding for maximum benefit. This is why Public Works staff will make recommendations to conduct paving work on several street segments in each phase with higher PCIs than other streets that have lower PCIs.

Pavement Maintenance Program Phasing

A traditional pavement management program (PMP) is separated by fiscal years to include the identification of the total amount of paving work (e.g. street segments) that can be done in each fiscal year with the known or required funding amount. However, with the Aaron Starr lawsuit, bonding is not currently available to Oxnard. The City prevailed in the lawsuit at the trial court level, but Aaron Starr immediately filed an appeal. The appeal process could take a year for the case to be briefed and argued, and for the court to issue a ruling. As such, planning for street paving work must be modified until such time the lawsuit process is complete.

The City’s 2023 pavement management report indicates that \$19.4M dollars (hard construction costs) should be spent each fiscal year to maintain the current PCI. When adding in the soft costs (design, inspection, material testing, etc) the estimated total amount per year is \$23.3M dollars. However, with bond funding unavailable, the long-term planning for pavement rehabilitation and maintenance is hampered. The amount of new annual Gas Tax for CIP paving projects, in addition to the anticipated Measure O funding for alley work, amounts to \$6.25M for next Fiscal Year instead of the \$23.3M per year to maintain the current PCI. Therefore, Public Works has organized the PMP into phases rather than fiscal years. Using a phased approach allows for the flexibility to adjust funding amounts (higher or lower) to avoid unrealistic expectations from the public about when streets will be paved. It should be noted that any funds remaining once current paving construction projects are completed will be carried over to next fiscal year and can be used for Phase 1 work.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FINANCIAL IMPACT

There is no direct financial impact to receive and file this report and provide input. Depending on input and direction from the City Council during the annual Operating and CIP budget process, there are several issues to address. Presently, due to the City's current inability to bond for projects resulting from the Aaron Starr lawsuit, the new funding specifically available for street paving for next Fiscal Year is solely from gas tax and anticipated Measure O revenue in the amount of approximately \$6.25M. With this amount, the City can pave only one residential street project and a few alleyways identified in Phase 1. Should there be an opportunity to provide more funding, additional streets from Phase 1 may be included in this year's project scope.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 12, 2024 to approve the staff recommendation and to forward the item to the City Council as a receive and file report.

Prepared by: Morgan Kessler, City Engineer

ATTACHMENTS

1. Proposed Arterial Street Construction Projects Phase I & Phase II
2. Proposed Arterial Street Construction Projects Phase III, Phase IV and Phase V
3. Proposed Alley Construction Projects Phase I and Phase II
4. Proposed Alley Construction Projects Phase III, Phase IV and Phase V
5. Proposed Residential Street Construction Projects Phase I & Phase II
6. Proposed Residential Street Construction Projects Phase III, Phase IV and Phase V
7. Presentation

Response to Grand Jury Report - Prioritizing Best Practice Street Maintenance

City Council
July 15, 2025

Michael L. Wolfe, P.E.
Director of Public Works

That the City Council authorize the Mayor to sign on behalf of the City Council, the City of Oxnard's response to the 2024-2025 Ventura County Grand Jury Report - Prioritizing Best Practice Street Maintenance.

- 2024-2025 Ventura County Grand Jury Report - **Prioritizing Best Practice Street Maintenance (“Report”)**
- Received on June 4, 2025; Response Due 90 days after receipt (9/2)
- Report claims the Grand Jury received complaints about roadway conditions in several cities in Ventura County
- Grand Jury elected to only investigate the cities of: Camarillo, Oxnard, Santa Paula, Simi Valley, and Ventura

Grand Jury Findings & Recommendations:

- F-01: Oxnard does not maintain its streets in a best practice condition resulting in costlier deferred maintenance on streets and a hidden cost on residents due to extra vehicle wear (same for SP, SV, and Ventura)
- F-06: Oxnard, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance (same for all cities reviewed)
- R-02: Recommend setting a goal to achieve best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025

Key item in Report:

Reference 14 (Ref 14 - SaveCaliforniaStreets) is used in the Report and seems to be the key theme of the Report. In this reference, there is this excerpt:

*“To use taxpayer money wisely, it makes more sense to preserve and maintain roads in **good condition** [emphasis added] than to wait and repair or replace them when they deteriorate or fail. The estimated costs reported in this study are based on improving roadway pavement condition to meet best management practices (BMPs). At **BMP conditions, preventative maintenance treatments** (i.e. slurry seals, chip seals, thin overlays) [emphasis added] are most cost-effective.”*

Report “conclusion” (over simplistic and flawed):

StreetSaver’s estimate of future funding requirements considers the costs for all streets with PCIs ranging from 0 to 100. For asphalt streets with a PCI rating above 70, SaveCaliforniaStreets estimates the cost, in 2022 dollars, to be \$4 to \$7 per square yard. For streets with a PCI between 50 and 70, the cost increases to between \$20 and \$30 per square yard. Deferring maintenance until a street’s PCI falls between 70 and 50 is costlier by the difference between these two ranges, totaling \$16 to \$23 per square yard. **This costlier deferred maintenance could be avoided if street conditions were maintained using best practices, a PCI in the 80s.** (Figure 3, Ref-14)

- Agreement: Preventative maintenance is more cost-effective than corrective maintenance
- Disagreement: PCI > 80 as sole best-practice metric is flawed
- PCI is one of several tools for pavement management; not a standalone standard

- Licensed Civil Engineers apply maintenance treatments based many factors such as:
 - Street-specific distresses
 - Core sampling
 - Pavement material evaluations
 - Preventative treatment effective on $PCI < 80$
- Report implies slurry/chip/cape seals only apply to $PCI > 80$
- This is technically inaccurate and not supported by engineering-based decision making

- April 2024: Staff presented Citywide Pavement Management Program Overview and 5-phase pavement plan to Council
- Based on comprehensive strategy, not arbitrary PCI benchmark
- Goal: At least PCI of 70 (“Good” condition) citywide
- Future maintenance ratio goal for CIP projects:
 - 75% Preventative
 - 25% Corrective

From Public Works' April 2024 Staff Report:

The concept of “mix of fixes” is important to elaborate on since at first glance it may seem counter-intuitive. It is easy to think that the best way to address paving work is to fix the worst street segments (that is, streets with the lowest PCI) first. However, that approach is flawed for two general reasons. First, the degradation of asphalt concrete is not linear. As PCI scores approach around 70-65 or less, asphalt concrete degrades exponentially. Second, the cost to do corrective work such as R&R and mill-and-overlay (generally used when the PCI is less than 65-70) is 6-10 times more than the cost to do preventive/preservation work such as seals and microsurfacing (normally used where the PCI is greater than 70). Said another way, if the worst streets are the only ones done in each phase, then the streets with higher PCIs will continue to degrade untreated down past a PCI of 70, and cost 6-10 times more to fix in the future. Therefore, it's imperative to maximize the use of pavement preservation techniques in every phase; this approach results in the least-cost per square foot, and stretches the limited amount of funding for maximum benefit. This is why Public Works staff will make recommendations to conduct paving work on several street segments in each phase with higher PCIs than other streets that have lower PCIs.

Prioritization

Since there are more needs than funding or staff resources to meet those needs, projects must be prioritized. A further consideration for prioritization is moving the overall pavement condition forward toward “good” (generally considered a PCI value of at least 70) and, once there, maintaining at least that level over time. City staff has developed a methodology for prioritizing and programming paving projects to meet these constraints. Generally, projects are divided into three subcategories, namely residential streets, arterial streets, and alleyways; these generally correspond with the three named paving projects in the CIP. Each subcategory has somewhat different prioritization parameters, as follows:

City's Response:

- F-01: Oxnard does not maintain its streets in a best practice condition - **do not agree**
- F-06: Oxnard, with its dedicated and knowledgeable staff, would make effective use of the funds allocated for street maintenance - **agree**
- R-02: Recommend setting a goal to achieve best practice pavement conditions within 10 years and create a plan to accomplish that goal by December 2025 - **goal already restated in April 2024 Staff Report**

- Staff unable to replicate financial figures used in Report
- Since FY 21/22 (post-Measure E):
 - \$96.6M in street paving CIP projects
 - \$27.5M in Streets Maintenance operations
- PCI improvement:
 - 2018: PCI 63
 - 2024: PCI 67
- More details in staff report and attached Response

There are no fiscal impacts with the recommended action items in this staff report.



QUESTIONS



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.3

DATE: July 15, 2025

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Prohibition of Nitrous Oxide Ordinance. (10 minutes)

RECOMMENDATION

That the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXVII TO CHAPTER 7 TO THE OXNARD CITY CODE PERTAINING TO THE PROHIBITION OF NITROUS OXIDE.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/C2gN_LLcl18

BACKGROUND

Nitrous Oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes and as a propellant for food products. While nitrous oxide has legitimate purposes in certain professional and controlled settings, the improper inhaling or ingesting as an intoxicant causes serious harm to those who misuse it recreationally. Nitrous Oxide is subject to recreational misuse and abuse, in part, because it is easy to purchase from retail vendors and relatively inexpensive.

Access by those who improperly abuse Nitrous Oxide for recreational purposes can cause short-term dangers through intoxicating the brain, such as illogical thinking or irrational behaviors, permanent vitamin deficiencies in the blood, as well as causing long-term physical, neurological, and psychological damage, including paralysis and death in severe cases. This serious and growing problem of the abuse of nitrous oxide causes lasting negative impacts on individuals, their families, and our local communities.

The incidence of Nitrous Oxide recreational misuse and abuse has been on the rise both within the City and internationally over the past decade, with multiple medical studies noting significant increases in recreational misuse in the past five years, as well as a broader medical understanding of the long-term hematological and neurological impacts of Nitrous Oxide misuse and abuse. Nitrous Oxide recreational misuse and abuse has been associated with multiple traffic incidents and criminal incidents throughout the City in the past several years. Penal Code section 381b specifically makes the following a misdemeanor: (1) possessing nitrous oxide, or any substance containing nitrous oxide, for the purpose of intoxication or (2) being under the influence of nitrous oxide or any material containing nitrous oxide. Within the past twenty-four months, the Oxnard Police

Department has issued 35 citations for violations of Penal Code section 381(b). Additionally, a citation for a violation of Penal Code section 381e was issued to one smoke shop for failing to record sales transactions for Nitrous Oxide as required under the Penal Code.

However, Penal Code section 381b does not prevent the sale of nitrous oxide; rather, it criminalizes the abuse of Nitrous Oxide. Currently, the City seeks to regulate the sale of Nitrous Oxide and finds and declares that, in the absence of City regulations, Nitrous Oxide creates a significant risk to the public through the sale of Nitrous Oxide to individuals who intend to misuse or abuse the product. The City desires to regulate the sale of Nitrous Oxide in order to preserve and protect the community from individuals that use the products for illegal purposes. This proposed Ordinance specifically prohibits the sale or distribution of regular and flavored nitrous oxide. The Ordinance was drafted to ensure there is no confusion that flavored nitrous oxide is also prohibited.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney, Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. Nitrous Oxide Ordinance
2. Proposed Prohibition of Nitrous Oxide Ordinance Presentation Council

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE
XXVII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE
REGULATION OF NITROUS OXIDE

WHEREAS, Nitrous Oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes and as a propellant for food products; and

WHEREAS, Nitrous Oxide is also subject to recreational misuse and abuse, in part, because it is easy to purchase from retail vendors and relatively inexpensive; and

WHEREAS, Penal Code section 381b specifically makes the following a misdemeanor: (1) possessing nitrous oxide, or any substance containing nitrous oxide for the purpose of intoxication or (2) being under the influence of nitrous oxide or any material containing nitrous oxide. However, Penal Code section 381b does not prevent the possession of nitrous oxide in general; and

WHEREAS, the recreational misuse and abuse of Nitrous Oxide can cause permanent vitamin deficiencies in the blood, and can cause long-term neurological effects, including paralysis and death; and

WHEREAS, the incidence of Nitrous Oxide recreational misuse and abuse has been on the rise both within the City and internationally over the past decade, with multiple medical studies noting significant increases in recreational misuse in the past five years, as well as a broader medical understanding of the long-term hematological and neurological impacts of Nitrous Oxide misuse and abuse; and

WHEREAS, Nitrous Oxide recreational misuse and abuse has been associated with multiple traffic incidents and criminal incidents throughout the City in the past several years; and

WHEREAS, the City does not currently regulate the sale of Nitrous Oxide and finds and declares that in the absence of local regulation, Nitrous Oxide remains subject to significant risk of misuse and abuse through sale to individuals who intend to misuse or abuse the product; and

WHEREAS, the City desires to regulate the sale of Nitrous Oxide in order to preserve and protect public health and to dissuade sellers of Nitrous Oxide products from selling to individuals which they know or have reason to know intend to use the products for illegal purposes (i.e., recreational ingestion and/or inhalation).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN
AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance to Chapter 7, Article XXVII and sections 7-370 through 7-375 as set forth below.

Part 3. Article XXVII sections 7-370 through 7-375 are hereby added to Chapter 7 of the Oxnard City Code to read as follows:

“ARTICLE XXVII. REGULATION OF NITROUS OXIDE

Sec. 7-370 Authority and Purpose

This article is enacted to protect the public safety, health and welfare by eliminating retail access for recreational use of nitrous oxide which is a dangerous gas that is illicitly used as an intoxicant.

Sec. 7-371 Definitions

For purposes of this article, the following definitions apply.

(A) "Device" means any cartridge, compressed gas cylinder, apparatus, container, balloon, attachment, nozzle, or other object used to contain, dispense or administer nitrous oxide.

(B) "Nitrous oxide" means the colorless nonflammable gas sometimes identified as N₂O, which is sometimes used in aerosols and sometimes used as an anesthetic, and which, when inhaled, produces loss of sensibility to pain, often preceded by exhilaration and laughter and often used as an anesthetic in dentistry. Nitrous oxide is often informally or colloquially referred to as "laughing gas," "NOX," "galaxy gas," "whippits," amongst others.

(C) "Person" means any individual or legal entity however constituted or organized.

(D) "Wholesale capacity" means sale of or distribution of nitrous oxide or a device to dispense nitrous oxide to a person that will use nitrous oxide or the device in service or products for resale. Examples include, but are not limited to, commercial sale of dentistry supplies to dentists or dentistry offices, commercial sale of devices for the use in food production or in a commercial kitchen, and/or commercial sale of nitrous oxide for the purpose of producing food products for commercial sale (e.g., whipped cream canisters).

(E) "Flavored Nitrous Oxide" means any nitrous oxide product that contains a taste or smell, other than the taste or smell of nitrous oxide, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a nitrous oxide product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a nitrous oxide product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of nitrous oxide will constitute presumptive evidence that the product is a flavored product.

Sec. 7-372 Prohibition on Sale or Distribution of Nitrous Oxide

Except as otherwise authorized by law or allowed under this article, it is unlawful for any person to sell, attempt to sell, offer, distribute or otherwise provide to any person nitrous oxide, a device to dispense or administer nitrous oxide, or any device that contains any quantity of nitrous oxide.

Sec. 7-373 Prohibition on Sale or Distribution of Flavored Nitrous Oxide

Except as otherwise authorized by law or allowed under this article, it is unlawful for any person to sell, attempt to sell, offer, distribute or otherwise provide to any person flavored nitrous oxide, a device to dispense or administer flavored nitrous oxide, or any device that contains any quantity of flavored nitrous oxide.

Sec. 7-374 Exceptions to Prohibition

This article does not apply to the sale, attempt to sell, distribution, or other manner of providing nitrous oxide, or a device containing nitrous oxide, in the following circumstances:

- (A) If the nitrous oxide is contained in a food product for use as a propellant.
- (B) If the nitrous oxide or device is being sold, attempted to be sold, offered, or distributed in a wholesale capacity, for uses similar to those described in subsection (D) of section 7-371. This exemption only applies if the wholesaler does not know or have reason to know that the recipient intends to use the nitrous oxide or device in violation of sections 7-372 or 7-373.
- (C) If the nitrous oxide or device that is being sold, attempted to be sold, offered, or distributed is specifically designed for use in a vehicle to enhance the performance of the vehicle.
- (D) If the nitrous oxide is being sold, attempted to be sold, offered, or distributed specifically for the purpose of providing medical or dental care, by or at the direction and under the supervision of, a medical or dental practitioner licensed by the State of California and in accordance with all applicable rules and regulations.
- (E) If the nitrous oxide or device is being sold, attempted to be sold, offered, distributed, or dispensed by a pharmacist, pharmacist intern, or pharmacy as defined by California Business & Professions Code §§ 4030, 4036, and 4037, as may be amended, in the course of their duties as a pharmacist or pharmacist intern, or wholesalers licensed by the Board of Pharmacy.
- (F) Or any other circumstances exempted under law.

Sec. 7-375 Violations and Penalties

Any person who violates this Article is guilty of a misdemeanor and upon conviction thereof may be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the County Jail for a period of not more than six (6) months or by both such fine and imprisonment. This section shall not serve to limit any other legal remedies or actions that the City may have to address violations of this Article. A violation of sections 7-372 or 7-373 is grounds for a revocation of a business license, pursuant to section 11-25(A) of the Oxnard City Code.”

Part 4. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA, because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 6. Pursuant to Government. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on July 15, 2025, and finally adopted on July ____, 2025 to become effective thirty days thereafter.

APPROVED AND ADOPTED this _____ day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. McArthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXVII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE REGULATION OF NITROUS OXIDE

Andrew Gonzalez, Deputy City Attorney
City Attorney Office

City Council
07/15/2025

That the City Council review and approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE XXVII TO CHAPTER 7 TO THE OXNARD CITY CODE PERTAINING TO THE PROHIBITION OF NITROUS OXIDE.”

- Nitrous Oxide is an odorless, colorless chemical that can be inhaled for legitimate purposes associated with medical or dental procedures in a clinical setting, and is legitimately used for industrial purposes and as a propellant for food products. While nitrous oxide has legitimate purposes in certain professional and controlled settings, the improper inhaling or ingesting as an intoxicant causes serious harm to those who misuse it recreationally. Nitrous Oxide is subject to recreational misuse and abuse, in part, because it is easy to purchase from retail vendors and relatively inexpensive.

- Access by those who improperly abuse Nitrous Oxide for recreational purposes can cause short-term dangers through intoxicating the brain, such as illogical thinking or irrational behaviors, permanent vitamin deficiencies in the blood, as well as causing long-term physical, neurological, and psychological damage, including paralysis and death in severe cases. This serious and growing problem of the abuse of nitrous oxide causes lasting negative impacts on individuals, their families, and our local communities.

- The incidence of Nitrous Oxide recreational misuse and abuse has been on the rise both within the City and internationally over the past decade, with multiple medical studies noting significant increases in recreational misuse in the past five years, as well as a broader medical understanding of the long-term hematological and neurological impacts of Nitrous Oxide misuse and abuse. Nitrous Oxide recreational misuse and abuse has been associated with multiple traffic incidents and criminal incidents throughout the City in the past several years. Penal Code section 381(b) specifically makes the following a misdemeanor: (1) possessing nitrous oxide, or any substance containing nitrous oxide, for the purpose of intoxication or (2) being under the influence of nitrous oxide or any material containing nitrous oxide.

- However, Penal Code section 381(b) does not prevent the possession of nitrous oxide in general. The City does not currently regulate the sale of Nitrous Oxide and finds and declares that in the absence of local regulation, Nitrous Oxide remains subject to significant risk of misuse and abuse through sale to individuals who intend to misuse or abuse the product. The City desires to regulate the sale of Nitrous Oxide in order to preserve and protect public health and to dissuade sellers of Nitrous Oxide products from selling to individuals who they know or have reason to know intend to use the products for illegal purposes (i.e., recreational ingestion and/or inhalation).



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.4

DATE: July 15, 2025

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Disposal of Confiscated, Impounded And Unclaimed Property Ordinance. (10 minutes)

RECOMMENDATION

That the City Council approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE III OF CHAPTER 7 OF THE OXNARD CITY CODE REGARDING DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY.”

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/7Qu6LnISIE>

BACKGROUND

Senate Bill 946 (“SB 946”), which took effect in 2019, and Senate Bill 972 (“SB 972”), which took effect in 2023, allows sidewalk vending to occur on public sidewalks and within parks and precludes cities from regulating such vendors, except for specific circumstances. Cities may adopt local regulations pertaining to time, place, and manner restrictions that directly relate to objective health, safety, or welfare concerns, but may not prohibit sidewalk vending activities.

As such, in 2019, the City Council adopted Ordinance 2952, which created Section 8-47 of the Oxnard Municipal Code to establish certain regulations for sidewalk and street vendors. Although the City Council adopted Ordinance 2952, SB 946 and SB 972 together only allow Oxnard Code Compliance to issue administrative citations to unpermitted food vendors within the City because SB 946 and SB 972 prevent the City from handling vendor-related violations as misdemeanor or infraction offenses. Additionally, as a result of SB 946 and SB 972, there are little to no consequences if an individual simply ignores the previously mentioned administrative citation or refuses to provide identification.

To mitigate the public safety risks of unpermitted food vendor operations, in January 2024, the City launched the Operation HERO (Hazard Elimination and Reduction Operation) Program, which brings together staff from Oxnard Fire, Police, and Code Compliance to conduct after-hours enforcement activities under the authority of the California Fire Code. The program focuses on identifying, citing, and removing unpermitted vendors that pose fire or other safety hazards, all while remaining compliant with SB 946 and 972. Created with the approval of the City Attorney’s Office, the HERO program addresses these safety hazards while also providing education and guidance to vendors on how to secure the necessary permits for lawful operation.

The HERO program is deployed an average of five times per month, with activities scheduled on varied nights to ensure effective coverage. These operations are carefully balanced with other public safety responsibilities. For example, around the Fourth of July, resources are temporarily shifted from the HERO program to concentrate on fireworks enforcement. Once that period ends, resources are redirected back to HERO. As a result of the HERO enforcement program, after educating and advisements on initial contact, the Fire Department impounds propane tanks used for gas grills on the second Fire Code violation and propane tanks, hoses, open flame grills, gas-powered generators, and other hazardous items on the third and fourth Fire Code violations.

The following are some examples of the incidents that Operation HERO has encountered caused by improper placement, use, storage, and handling of propane and open flame ranges when dealing with unpermitted food vendors within the City:

On March 29, 2022, a taco van caught on fire, causing propane tanks to explode and rip through the roof and sides of the van. SB 101 Freeway shut down on the Conejo Grade for two hours.

On June 26, 2022, an unpermitted food vendor's propane tank exploded and injured two people. One victim who was critically injured was sent to the Grossman Burn Center in Los Angeles, and the other was sent to St. John's Regional Medical Center in Oxnard.

On November 29, 2023, a customer of an unpermitted food vending operation was struck and killed by a hit-and-run driver as he was crossing Hueneme Road at Perkins Road.

On March 22, 2024, a drunk driver collided with an unpermitted food vendor stand on a sidewalk near the Channel Islands Boulevard bus stop at the Centerpoint Mall, just West of Saviers Road. The Oxnard Police Department ("OPD") responded, and the driver was arrested for a DUI, and two were injured.

On January 4, 2025, there was a traffic Collision involving a food vendor: a vehicle failed to stop at a red light and collided with several patrons outside of Ruby's Cafe at 348 South Oxnard Boulevard. The vehicle collided with a hot dog cart and careened into a tree. A total of three pedestrians, including the hot dog vendor and one of the vehicle occupants, were injured and transported to VCMC and Los Robles hospitals with minor to moderate injuries.

On March 26, 2025, an unpermitted food stand vendor was struck by debris from a train vs. semi truck collision at Rice Avenue and Fifth Street. The vendor was taken to an area hospital in critical condition. Officials said while severe, her injuries are not considered life-threatening.

Additionally, over the last several years, there have been numerous reports to Ventura County Environmental Health of our Oxnard residents being sickened with foodborne illnesses. This is directly related to the unsafe and unhygienic food preparation associated with these unpermitted food operations.

In fiscal year 2024 - 2025 HERO enforcement efforts resulted in the removal of the following items:

- 32 gas-powered generators,
- 53 open flame grills removed,
- 111 propane bottles impounded,
- 89 civil citations have been issued.

Since the coordinated education and enforcement efforts began in January 2024, the HERO program has resulted in: 78 night inspections, 162 civil citations, removal of 126 gas and charcoal open flame grills from public sidewalks, removal of 259 propane bottles, 80 gas-powered generators and the reduction of unpermitted food vendor operations from 35 to 3-4 on any given evening.

Currently, items impounded as hazards under the City of Oxnard Fire Code are held for safekeeping for sixty (60) days or until reclaimed by the owner under California Civil Code Section 2080.10. Additionally, under

state law, if impounded items remain unclaimed after sixty (60) days, the City may dispose of these items to the City's benefit. However, the Oxnard City Code does not provide a procedure for disposing of impounded, confiscated, and unclaimed property. The proposed additions of sections 7-65 and 7-66 will provide a procedure for both the removal and disposal of impounded, confiscated, and unclaimed property.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The financial impact is unknown. However, it is estimated that minor costs may be incurred in relation to storage and disposal of hazardous items.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney, Andrew Gonzalez, Deputy City Attorney

ATTACHMENTS

1. Ordinance - Disposal of Impounded Personal Property
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, AMENDING ARTICLE III OF CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY

WHEREAS, the Oxnard Fire Department has responded to numerous burn incidents caused by improper placement, use, storage and handling of propane and open flame ranges; and

WHEREAS, the Oxnard Fire Department has cited unpermitted food vendors within the City for such burn incidents pursuant to the City of Oxnard Fire Code and California Health and Safety Regulation violations; and

WHEREAS, on the second violation the Oxnard Fire Department has impounded five-gallon propane tanks used for gas grills and, on the third and fourth violations, impounded grills, gas-powered generators, and other items; and

WHEREAS, items impounded as hazards under the City of Oxnard Fire Code are held for safekeeping for sixty (60) days or until reclaimed by the owner under California Civil Code Section 2080.10; and

WHEREAS, under state law, if impounded items remain unclaimed after sixty (60) days the City may dispose of these items to the City's benefit; and

WHEREAS, the Oxnard City Code does not provide a procedure for disposing of impounded, confiscated and unclaimed property and desires to create such.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 and 4 of this Ordinance to Chapter 7, Article III as set forth below.

Part 3. The title of Article III of Chapter 7 is amended to read as follows:

“ARTICLE III. CIVIL FINES AND PROPERTY DISPOSAL”

Part 4. Sections 7-65 through 7-66 are hereby added to Article III to read as follows:

“SEC. 7-65. DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY

When the city confiscates, impounds or takes possession of property as a result of an enforcement action pursuant to the city code, the city will follow the notification, storage, documentation, and disposition procedure outlined below in accordance with Section 2080.10 of the California Civil Code.

SEC. 7-66. REMOVAL PROCEDURE

(A) **Notice of Removal.** At the time of removal of any confiscated property, any city enforcement personnel or officer (Fire, Police or Code Compliance) shall provide the individual from whom property is being taken or otherwise asserts ownership, or control of the property, with a notice of removal that includes instructions and timeframes of the retrieval of the property. The notice shall advise the individual of the right to appeal the removal of the property with fourteen (14) calendar days of removal.

(1) If the owner or other person in possession or control of the property leaves the scene or otherwise refuses to accept the notice, the city enforcement personnel or officer shall mail the notice via first class mail to the person from whom the property was removed or who otherwise asserts possession and control of the items within twenty-four (24) hours of removal, if the person provided his or her name and contact information to the city enforcement personnel or officer off.

(2) If the city enforcement personnel or officer is not provided with the owner contact information to deliver or mail the notice, then the property shall be held by the City for 60 days and then disposed of in accordance with State Law and this Section.

(B) **Inventory.** The enforcement official shall document the following information (as applicable):

(1) The time period when the city enforcement personnel or officer observed sidewalk vending items;

(2) The location where the Sidewalk Vending Items were located prior to removal;

(3) Any reasonable attempt to locate the owner of the Sidewalk Vending Items – including any person’s refusal to provide identification;

(4) The circumstances that support the city enforcement personnel or officer’s determination of the grounds or bases for removal – including the vendor’s failure to comply with a city enforcement personnel or officer’s instructions to remove the Sidewalk Vending Items from the sidewalk, park, or other public right-of-way;

(5) The date and time of removal of the Items;

(6) An inventory with a complete description of Sidewalk Vending Items removed – including any items that were disposed of pursuant to Subsection 7-66(C) hereinbelow. The inventory should also state the basis for disposing of any removed Item.

(i) If, based upon a totality of the circumstances, the Enforcement Official cannot complete an inventory of each Item being removed at the time of removal due to safety concerns, the Enforcement Official may relocate the Sidewalk Vending Items to a safe location and complete the inventory and description of Items thereat. No Item shall be disposed of prior to completion of the inventory of that Item.

(C) **Storage or Disposal of Removed Sidewalk Vending Items.** After storing the property for sixty (60) days, if the confiscated or impounded property remains unclaimed the City will dispose of the property as follows:

(1) The City Manager or his designee shall determine the disposition of the property as follows:

- (a) Items which can be re-used will be disposed of as follows:
 - (i) Use by the city upon a determination by the city manager that the item offers a benefit to the public;
 - (ii) Donation of the item to a non-profit organization; or
 - (iii) Sale of the item(s) through a public auction or bid process.
- (2) If the City does not retain the property, or it cannot be sold or donated, then the city will dispose of the property in the same manner as refuse, in accordance with any applicable state or local regulation.
- (D) Proceeds from the sale of any items shall be deposited in the fund associated with the City Department responsible for storing and preserving the property.
- (E) In the event the owner of the property appears one (1) day before the date the property is sold or gifted to a nonprofit organization, provides satisfactory proof of ownership to reclaim the property, and reimburses the city for all expenses incurred in the care and preservation of the property, the property shall then be restored to the owner. An appeal is not required to reclaim removed items.
- (F) As used in this section, “property” does not include animals or vehicles.
- (G) This section does not apply to:
 - (1) Unclaimed property that is perishable, soiled, contaminated, fouled, polluted or hazardous in nature, that has been determined by a Director to pose a health or safety risk to persons or the environment, may be destroyed as soon as possible through a certified and licensed Vendor or other city provider; or
 - (2) Lost or unclaimed property in the possession of the Oxnard Police Department.”
- (H) Appeal of Removal of Sidewalk Vending Items. Any person to whom a Notice of Removal was provided or other person asserting ownership of Sidewalk Vending Items removed by the City may contest/appeal the removal of Sidewalk Vending Items by filing a written Request for Appeal with the Community Development Department - Code Compliance Division within fourteen (14) calendar days of removal. Any Request for Appeal shall contain, at a minimum, the following information:
 - (1) The date and time the Items were removed by the City.
 - (2) The location from which the Items were removed by the City.
 - (3) A description of the confiscated items sought to be reclaimed by the owner.
 - (4) If appellant is not the person to whom a Notice of Removal was issued, proof of ownership of the Items that were removed by the City.
 - (5) A brief statement explaining why the removal was improper in sufficient detail to enable the Hearing Officer to understand the nature of the controversy.

Part 5. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 6. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA, because the activity is covered by the general rule

that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 7. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 8. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on July 15, 2025, and finally adopted on July ____, 2025 to become effective thirty days thereafter.

APPROVED AND ADOPTED this _____ day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. McArthur, Mayor

ATTEST:

Luly Lopez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, AMENDING ARTICLE III OF CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY

Andrew Gonzalez, Deputy City Attorney
City Attorney Office

City Council
07/15/2025

That the City Council review and approve the first reading by title only and waive further reading of the proposed ordinance titled:

“ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE III OF CHAPTER 7 OF THE OXNARD CITY CODE REGARDING DISPOSAL OF CONFISCATED, IMPOUNDED AND UNCLAIMED PROPERTY.”

- Senate Bill 946 (“SB 946”), which took effect in 2019, and Senate Bill 972 (“SB 972”), which took effect in 2023, allows sidewalk vending to occur on public sidewalks and within parks and precludes cities from regulating such vendors, except for specific circumstances. Cities may adopt local regulations pertaining to time, place and manner restrictions that directly relate to objective health, safety or welfare concerns but may not prohibit sidewalk vending activities.

- As such, in 2019, the City Council adopted Ordinance 2952, which created Section 8-47 of the Oxnard Municipal Code to establish certain regulations for sidewalk and street vendors. Although the City Council adopted Ordinance 2952, SB 946 and SB 972 together only allow Oxnard Code Compliance to issue administrative citations to unpermitted food vendors within the City because SB 946 and SB 972 prevents the City from handling vendor related violations as misdemeanor or infraction offenses. Additionally, as a result of SB 946 and SB 972, there are little to no consequences if an individual simply ignores the previously mentioned administrative citation or refuses to provide identification.

- The Oxnard Fire Department (“Fire Department”) has encountered burn incidents caused by improper placement, use, storage, and handling of propane and open flame ranges when dealing with unpermitted food vendors within the City. As a result of SB 946 and SB 972, the Fire Department took charge of a Fire Code centered enforcement program and has cited unpermitted food vendors within the City pursuant to the City of Oxnard Fire Code and California Health and Safety Regulation violations. As a result of the Fire Code centered enforcement program, the Fire Department impounds the following as hazards:
 - On the second Fire Code violation, the Fire Department impounds five gallon propane tanks used for gas grills.
 - On the third and fourth Fire Code violation, the Fire Department impounds grills, gas-powered generators, and other items.

- Currently, items impounded as hazards under the City of Oxnard Fire Code are held for safekeeping for sixty (60) days or until reclaimed by the owner under California Civil Code Section 2080.10. Additionally, under state law, if impounded items remain unclaimed after sixty (60) days, the City may dispose of these items to the City's benefit. However, the Oxnard City Code does not provide a procedure for disposing of impounded, confiscated, and unclaimed property. The proposed additions of sections 7-65 and 7-66 will provide a procedure for both the removal and disposal of impounded, confiscated, and unclaimed property.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. M.5

DATE: July 15, 2025

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Regulation of Skateboard Parks. (10 minutes)

RECOMMENDATION

That the City Council approve the first reading by title only and waive further reading of an ordinance titled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXVIII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE REGULATION OF CITY SKATEBOARD PARKS."

(The Community Services, Public Safety, Housing & Development Committee approved 3-0 on June 24, 2025.)

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/irjdVfj6w-w>

BACKGROUND

In anticipation of the new council-approved skatepark project in the La Colonia neighborhood, the City Attorney's Office drafted a proposed ordinance aimed at further enhancing public safety at skatepark facilities in Oxnard. This ordinance establishes a new Article in Chapter 7 of the Oxnard City Code. The purpose of the ordinance is twofold.

For the protection of persons utilizing skatepark facilities in Oxnard, especially young children, this ordinance requires, among other restrictions, that any person riding a skateboard or other wheeled recreational device at a facility or park owned or operated by the City to wear a helmet, elbow pads, and knee pads and requires the City to post signs stating that any person riding a skateboard or other wheeled recreational device at a facility or park owned or operated by the City must wear a helmet, elbow pads, and knee pads. The proposed signage is intended to help inform the public on how to protect their children's safety while enjoying the skatepark.

Moreover, existing law provides qualified immunity to public agencies and public employees for injuries suffered by individuals engaged in "hazardous recreational activities," which the law identifies as an activity "that creates a substantial, as distinguished from a minor, trivial, or insignificant, risk of injury to a participant or a spectator," such as rock climbing. (Gov. Code Section 831.7.) Skateboarding at a facility or park owned or operated by a public entity is categorized as a hazardous recreational activity for which public agencies can receive qualified immunity, so long as (1) the person riding the skateboard (or other wheeled recreational device) was 12 years of age or older and engaged in a stunt, trick, or luge riding and (2) the public agency prohibited riding at the skate park unless that person is wearing a helmet, elbow pads, and knee pads. (Health and Safety Code § 115800).

A public agency can meet the second requirement at a facility not supervised regularly by: (1) adopting an ordinance that requires a person riding a skateboard to wear a helmet, elbow pads, and knee pads; and (2) posting signs giving reasonable notice about these safety requirements and warning persons that noncompliance will subject them to citation.

Accordingly, under this proposed ordinance:

1. No person may enter skatepark facilities outside the hours of operation;
2. Every person under the age of 12 years old using skatepark facilities in Oxnard must be supervised by a parent or guardian and shall wear a helmet, elbow pads, and knee pads;
3. No person shall place, position, erect, or use any outside equipment, obstacles, ramps, rails, or other similar materials or devices at skatepark facilities;
4. No person shall operate any type of motorized vehicle, motorized scooter, e-bicycle, motorized bicycle, bicycle, or motorcycle on or about skatepark facilities;
5. Any person injured at skatepark facilities shall report the injury to City personnel and shall complete an injury report form; and
6. Any person who fails to comply with the regulations set forth will be subject to immediate eviction from skatepark facilities and/or citation and prosecution as an infraction.

These regulations will assist with the orderly operation of the City's skatepark facilities.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Community Services, Public Safety, Housing, and Development Committee approved the staff recommendation 3-0 on June 24, 2025, to forward the item for Council approval.

Prepared by: Michelle McCarron, Assistant City Attorney, Mira Saleh, Deputy City Attorney

ATTACHMENTS

1. Skateboard ordinance
2. Measure M powerpoint

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD ADDING ARTICLE XXVIII TO CHAPTER 7 OF THE
OXNARD CITY CODE PERTAINING TO THE REGULATION OF
CITY SKATEBOARD PARKS

WHEREAS, there is one operable Skateboard park facility in the City, and the City is in the process of constructing another Skateboard park larger in size and comprised of different features that are not available in the current skatepark and desires to create regulations pertaining to the orderly function of City owned Skateboard park facilities; and

WHEREAS, the purpose of the Chapter is to promote the public peace, health, safety, and welfare by establishing rules and regulations for the use and enjoyment of City Skateboard parks, which are designed and maintained for recreational skateboard or similar device use; and

WHEREAS, riding a skateboard or other wheeled recreational device at a facility or park owned or operated by a public entity as a public skateboard park is deemed a hazardous recreational activity within the meaning of California Government Code Section 831.7 under certain conditions described in the California Health and Safety Code Section 115800; and

WHEREAS, the City deems it necessary to enact rules and regulations for the City owned Skateboard parks.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
ORDAIN AS FOLLOWS:**

Part 1. Incorporation of Recitals. The findings and determinations reflected above are true and correct, and are incorporated by this reference as though fully set forth herein as the cause and foundation for the action taken by and through this Ordinance.

Part 2. Codified Amendment. The City Clerk is directed to request that the publisher of the City Code add thereto the amendments listed in Part 3 of this Ordinance to Chapter 7, Article XXVIII and sections 7-376 through 7-380 as set forth below.

Part 3. Article XXVIII sections 7-376 through 7-380 are hereby added to Chapter 7 of the Oxnard City Code to read as follows:

ARTICLE XXVIII. CITY SKATEBOARD PARK REGULATIONS

Section 7-376 Purpose and intent.

The purpose of this Article is to acknowledge that riding a skateboard or other wheeled recreational device at any facility or park owned by a public entity as a public skateboard park is a hazardous recreational activity within the meaning of Government Code section 831.7, and to initiate regulations that comply with California Health and Safety Code Section 115800 by requiring all persons of any age riding a skateboard or other wheeled recreational device at City of Oxnard skateboard park to wear a helmet, elbow pads and knee pads and appropriate signage.

Section 7-377. Definitions.

(A) As used in this chapter:

“Director” means the Recreation and Community Services Director, the Recreation and Community Services Director’s designee, the City Manager, or the City Manager’s designee.

“Eviction” means expulsion from the skatepark.

“Skate” or *“skating”* means to ride, operate, or use a skateboard, non-motorized scooter, wheelchair, rollerskates or in-line skates.

“Skateboard” means any platform of any composition or size to which two or more wheels are attached and which is intended to be ridden or propelled by one or more persons standing or kneeling upon it and to which there is not affixed to it any seat or any device or mechanism to turn and control the wheels.

“Skate area” means the paved surfaces, obstacles, and features of the skateboard park specifically designed for skating, including platforms, transitions, banks, bowls, hips, ledges, coping, decking, rails, flat bars, stairs, and adjacent concrete surfaces, but excluding the picnic tables, public restrooms, and pathways.

“Skateboard park” means any City of Oxnard designated skateboarding facility as determined by the recreation and community services director, the recreation and community services director’s designee, the city manager, or the city manager’s designee.

Section 7-378. Skate rules and regulations.

(A) The following rules and regulations shall apply to skating in skateboard parks:

1. No person shall enter or be upon Skateboard parks at any time other than the established and posted hours of operation or at any time when the Director has closed the skateboard parks.
2. Every person under the age of 12 using skateboard parks must be supervised by a parent or guardian and shall wear a helmet, elbow pads and knee pads.
3. In accordance with California Health and Safety Code Section 115800(b), all persons of any age riding a skateboard, scooter, wheelchair, roller skates or in-line skates at the skateboard park shall wear a helmet, elbow pads, and knee pads.

4. The skateboard park is designed for use without the introduction of any outside obstacles, ramps, rails, or other similar materials or devices. No person shall place, position, erect, or use any outside equipment, obstacles, ramps, rails, or other similar materials or devices at skateboard parks.
5. No person shall use the Skatepark outside the hours of operation. Skatepark hours of operation shall be displayed on signage posted in accordance with Section 7-379.
6. The Director or designee may, in his or her sole discretion, regulate the hours of operation at the Skateparks for specified groups of users or events. The City shall post such regulations or notice thereof, as required by this section, on appropriate signage at the Skateparks.
7. No person shall operate any type of motorized vehicle, motorized scooter, e-bicycle, motorized bicycle, bicycle or motorcycle on or about the Skateboard Park.
8. Any person who is injured at skateboard parks shall report the injury to City personnel and shall complete an injury report form.

Section 7-379. Notice–Posted signs.

Posted signs. Signs shall be posted in one or more conspicuous and visible area(s) at skateboard parks to afford reasonable notice of the provisions of this chapter, and that pursuant to California Health and Safety Code Section 115800, any person riding a skateboard, scooter, wheelchair, roller skates or inline skates at skateboard parks must wear a helmet, elbow pads, and knee pads, and that any person failing to do so shall be subject to citation.

Section 7-380. Effect, enforcement, and penalties.

- (A) The privilege of any person to use the skateparks is expressly conditioned upon compliance by that person or a parent or guardian of a person under 12 with the provisions of this chapter as they apply to such use. It is unlawful to violate the provisions of this Article and any violations will be subject to a citation or punishment in accordance with this Code for any person or parent or guardian of a minor 12 years or younger to violate or fail to comply with any provision of this chapter.
- (B) Eviction. Any violation of any provision of this chapter shall subject the violator to immediate eviction from skateboard parks and/or citation and prosecution as an infraction.

Part 4. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 5. The City Council exercises its independent judgment and made findings herein above, that this ordinance is not subject to CEQA, because the activity is covered by the general rule that CEQA applies only to projects that will have a significant effect on the environment. There is no possibility that the passage of this ordinance will have a significant effect on the environment and adoption of this ordinance is exempt from CEQA.

Part 6. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on July 15, 2025, finally adopted on July 29, 2025, to become effective thirty days thereafter.

APPROVED AND ADOPTED this _____ day of July, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Luis A. McArthur, Mayor

ATTEST:

Lourdes A. López, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXVIII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE REGULATION OF CITY SKATEBOARD PARKS

Mira Saleh, Deputy City Attorney
City Attorney Office

City Council Meeting
07/15/2025

That the City Council introduce an ordinance by title only and waive further reading of an ordinance entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXVIII TO CHAPTER 7 OF THE OXNARD CITY CODE PERTAINING TO THE REGULATION OF CITY SKATEBOARD PARKS."

In anticipation of the new council-approved skatepark project in Colonia, the City Attorney's Office drafted a proposed ordinance aimed at further enhancing public safety in skatepark facilities in Oxnard.

This ordinance establishes a new Article in Chapter 7 of the Oxnard City Code, which pertains to regulations for skatepark facilities in Oxnard.

For the protection of persons utilizing skatepark facilities in Oxnard, especially young children, this ordinance requires, among other restrictions, **that any person riding a skateboard or other wheeled recreational device at a facility or park owned or operated by the City to wear a helmet, elbow pads, and knee pads** and requires the City to post signs stating that any person riding a skateboard or other wheeled recreational device at a facility or park owned or operated by the City must wear a helmet, elbow pads, and knee pads.

Existing law provides qualified immunity to public agencies and public employees for injuries suffered by individuals engaged in “**hazardous recreational activities**,” which the law identifies as an activity “that creates a substantial, as distinguished from a minor, trivial, or insignificant, risk of injury to a participant or a spectator,” such as rock climbing. (Gov. Code Section 831.7.)

Skateboarding at a facility or park owned or operated by a public entity is categorized as a hazardous recreational activity for which public agencies can receive qualified immunity, so long as:

1. The person riding the skateboard (or other wheeled recreational device) was 12 years of age or older and engaged in a stunt, trick, or luge riding and
2. The public agency prohibited riding at the skate park unless that person is wearing a helmet, elbow pads, and knee pads. (Health and Safety Code § 115800).

A public agency could meet the second requirement at a facility not supervised regularly by:

1. Adopting an ordinance that requires a person riding a skateboard to wear a helmet, elbow pads, and knee pads; and
2. Posting signs giving reasonable notice of these safety requirements and warning persons that noncompliance will subject them to citation

This proposed ordinance establishes a new Article in Chapter 7 of the Oxnard City Code, pertaining to regulations for skatepark facilities in Oxnard, which include those requirements.

Proposed Skatepark Regulations

Under this proposed ordinance, the following regulations apply:

- No person shall enter Skatepark facilities outside of the hours of operation;
- Every person under the age of 12 using Skateparks must be supervised by a parent or guardian and shall wear a helmet, elbow pads and knee pads;
- No person shall place, position, erect, or use any outside equipment, obstacles, ramps, rails, or other similar materials or devices at skateboard parks;
- No person shall operate any type of motorized vehicle, motorized scooter, e-bicycle, motorized bicycle, bicycle or motorcycle on or about the Skateboard Park;
- Any person who is injured at Skateparks shall report the injury to City personnel and shall complete an injury report form; and
- Any person who fails to comply with the regulations set forth will be subject to immediate eviction from Skateparks and/or citation and prosecution as an infraction.

Furthermore, the City is required to post such regulations or notice thereof, as required by this section, on appropriate signage at the Skateparks.



QUESTIONS?